IN IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF YAMHILL

THE SAUNDERS GROUP, an Oregon limited liability company, Plaintiff, vs. KRISTIN HILDEBRAND, an individual, RYAN HILDEBRAND, an individual, GABRIELLE HARRIS, an individual, and HARRIS EXCAVATION, INC., an Oregon Corporation, Defendants.	No. 24CV41934 COMPLAINT (Declaratory Relief; Interference with Easement; Injunctive Relief) Amount In Controversy:$250,000.00 Fee Authority: ORS 21.160(1)(c) NOT SUBJECT TO MANDATORY ARBITRATION

Plaintiff, The Saunders Group, LLC ("Saunders"), alleges as follows:

PARTIES

1.

Saunders is an Oregon limited liability company authorized to conduct business in the State of Oregon.

2.

Kristen Hildebrand is an individual who, on information and belief, resides in Yamhill County, Oregon.

3.

Ryan Hildebrand is an individual who, on information and belief, resides in Yamhill County, Oregon. Kristen and Ryan Hildebrand are collectively referred to as "the Hildebrands."

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1211 SW 5th Ave., Suite 1900
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4.

Gabrielle Harris ("Harris") is an individual who, on information and belief, resides in Washington County, Oregon.

5.

Harris Excavation, Inc., is an Oregon Corporation licensed to conduct business in the State of Oregon.

FACTS

6.

This is a lawsuit for declaratory relief, injunctive relief, and monetary damages arising from disputed interpretations regarding the status of reclamation rights affecting certain real property located in Yamhill County.

7.

The area at issue is an approximate 5-acre area, encompassing Parcel 1 of Partition Plat 2024-05, filed February 14, 2024, in Yamhill County, Oregon. Partition Plat 2024-05 is attached hereto as Exhibit A ("Parcel 1"). In addition to Parcel 1, the area at dispute in this action also encompasses small strip designated as Tax Lot 1600 of the Yamhill County Assessor's Map T.3S R2W, Sec. 23 ("TL 1600"). Hereafter, Parcel 1 and TL 1600 shall be referred to as the "Disputed Area."

8.

A zoning map taken from the Yamhill County Assessor's office website identifies the disputed area with a red boundary and is attached and incorporated as Exhibit B.

9.

Saunders is the authorized operator of the Parrett Mountain Reclamation Facility, located at 31615 NE Willsonville Road, Newberg, Oregon, 97132 (the "Quarry"). Saunders has sole authorization from the Oregon Department of Mineral Industries ("DOGAMI") under DOGAMI Site Nos. 36-0056, No 36-0018, and 36-0019, to conduct reclamation operations within the

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Quarry. A copy of the DOGAMI permit and a map of the Quarry is attached as Exhibit C.

10.

The Quarry is located on several adjacent parcels. Saunders holds a lease to two of the parcels within the DOGAMI permit area from the Renne Family Trust ("Renne"). Saunders' lease with Renne is exclusive.

11.

The remaining section of the Quarry and its permit area extends eastward, on a five-acre section located in the Disputed Area and identified by the yellow boundary line in Exhibit B. It is this five-acre section of the Disputed Area that is at issue in this action.

12.

On information and belief, Parcel 1 is currently owned by the Hildebrands.

13.

On information and belief, TL 1600 is currently owned by Harris.

14.

As further alleged herein, Saunders holds a valid and enforceable *profit a prendre* (the "Profit") for quarrying and reclamation activities on the Disputed Area.

Relevant Chain of Title for the Disputed Area

15.

On or about September 18, 1961, Martin L. Crimmins and Edith M. Crimmins, husband and wife (the "Crimmins") and E.O. Holter, Jr. and Lilliam G. Holter, husband and wife (the "Holters") owned fee title to the West half of the Southwest quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian, Tract 30 except the West 1 foot and Tract 31, both in Chehalem Uplands No. 2, all located in Yamhill County, Oregon (the "Property"); each couple owned an undivided one-half (1/2) interest thereto. A copy of the Deed where Crimmins and Holter obtained title to the Property is attached as Exhibit D. Today, the Disputed Area is within the area defined as the Property, above.

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16.

On or about February 28, 1979, the Crimmins and the Holters entered into a land sale contract for the sale of the Property, less Tract 31 of Chehalem Uplands No. 2, to Robert B. Osborne and Ruth A. Osborne, husband and wife (the "Osbornes") (the "Contract"). A true and correct copy of the Contract is attached as Exhibit E. The sale of the Property in the Contract included the Disputed Area.

17.

E.O. Holter, Jr. died on September 17, 1979, in California.

18.

On or about March 14, 1983, the Osbornes were divorced in Yamhill County. Attached as Exhibit F, is a copy of the Petition for Dissolution of Marriage in Yamhill County Circuit Court Case No. 82-1731, wherein neither party claimed an award for sole interest in the contract rights to the Property.

The Osborne Contract and Creation of Profit

19.

On or about March 15, 1983, Robert Osborne entered into a Land Sale Contract with H. Fred Mickelson and D. Joan Mickelson, husband and wife (the "Mickelsons"), for the sale of the Property (the "Osborne Contract"). A copy of the Osborne Contract is attached as Exhibit G. On page 5 of the Osborne Contract under the section titled "Non-Remonstrance As To Quarry Operation," the Mickelsons, "for themselves, and for their heirs, successors and assigns," acknowledged that Robert Osborne was operating at that time and had been operating a quarry and related activities of mining on the adjacent land.

20.

Further, in the Osborne Contract, the Mickelsons, again on behalf of themselves, their heirs, successors and assigns, agreed not to remonstrate or assert any claims for damages or other relief for injuries caused by the mining and quarry operation of Robert Osborne, his heirs,

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successors and assigns. The Mickelsons also agreed that they and their heirs, successors and assigns would be fully estopped to object thereto and waived any and all objections to said mining and quarry operation.

21.

Also in the Osborne Contract, the Mickelsons agreed that Robert Osborne shall be entitled to the ***exclusive use and benefits of the gravel, without cost, offset, payment or liability*** to the Mickelsons, their heirs ***and assigns*** on the five (5) acres on the western portion of the Property being sold in the Osborne Contract, as evidenced by the reclamation plan Robert Osborne filed with the Oregon Department of Geology. Critically, the Disputed Area includes this five (5) acre area. It is this reservation that created the Profit in Robert Osborne's favor.

Chain of Conveyances of Profit and Disputed Area to Saunders and the Hildebrands

22.

On or about April 13, 1982, Edith L. Crimmins assigned her interest in the Contract to Marin L. Crimmins (the "Crimmins Assignment"). A copy of the Crimmins Assignment is attached as Exhibit H.

23.

On or about August 6, 1984, Robert Osborne conveyed his interest in the Contract and the Osborne Contract to Quadco Rock & Paving, Inc. ("Quadco") ("Quadco Deed 1"). The Quadco Deed 1 is attached as Exhibit I. However, the Profit was separate and apart from Robert Osborne's purchase interest in the Contract, and Robert Osborne therefore continued to reserve his Profit.

24.

To further evidence his intent to transfer his interest in the Contract, Robert Osborne recorded an Assignment of Contract on or about April 18, 1986, to Quadco (the "Quadco Assignment"). A copy of the Quadco Assignment is attached as Exhibit J.

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25.

On or about September 15, 1986, Frank E. Nash, the Personal Representative of the Estate of Martin L. Crimmins, conveyed fee title of the Estate's interest in the Property to Quadco ("PR Deed"). A copy of the PR Deed is attached as Exhibit K.

26.

On or about September 15, 1986, Lillian G. Holter, conveyed fee title to the Property to Quadco ("Holter Deed"). A copy of the Holter Deed is attached as Exhibit L.

27.

On or about September 15, 1986, Quadco assigned its interest in the Osborne Contract to Gerald M. Gleaves and Janith J. Gleaves, husband and wife ("Gleaves") (the "Gleaves Assignment"). A copy of the Gleaves Assignment is attached as Exhibit M. In it, Quadco covenants and warrants that the Property is free from encumbrances created or suffered by Grantor, "…except as disclosed in said contract…" (Section 1, Gleaves Assignment).

28.

On or about December 5, 1991, Gleaves conveyed fee title to the Property to the Mickelsons ("Mickelsons Deed"). A copy of the Mickelsons Deed is attached as Exhibit N.

29.

On or about June 27, 2005, the Mickelsons conveyed fee title to the Property to H. Fred Mickelson and D. Joan Mickelson, Trustees, or their successors in trust, under the Mickelson Living Trust, dtd 12/23/1996 and any amendments (the "Mickelson Trust") (the "Mickelson Trust Deed"). A copy of the Mickelson Trust Deed is attached as Exhibit O. In the Mickelson Trust Deed, it specifies that the "property is free from encumbrances except of record…." (Mickelson Trust Deed, ¶3).

30.

On or about June 27, 2005, the Mickelsons conveyed fee title to the Property to themselves as equal tenants in common (the "Mickelson TIC Deed"). A copy of the Mickelson TIC Deed is

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attached as Exhibit P.

31.

On or about October 28, 2020, the Mickelson Trust conveyed fee title to the Property to Kristin Hildebrand and Ryan Hildebrand ("Mickelson Deed"). A copy of the Mickelson Deed is attached as Exhibit Q, and lists the Property as Parcel 2.

32.

On information and belief, Harris is currently leasing Parcel 1 from the Hildebrands.

33.

On or about May 1, 2024, Robert Osborne executed a quitclaim deed, assigning all rights, title and interests he had in the Osborne Contract to Saunders (the "Robert Osborne QCD"). This included, most notably, an assignment of the Profit to Saunders. A true and correct copy of the recorded Robert Osborne QCD is attached as Exhibit R.

34.

On or about July 25, 2024, Ruth A. Osborne executed a quitclaim deed, assigning all rights, title and interests she had or may have had in the Property (the "Ruth Osborne QCD"). A true and correct copy of the recorded Ruth Osborne QCD is attached as Exhibit S.

35.

As alleged above, Renee is the current owner of neighboring property west of the Disputed Area (Tax Lot 1401) and leases the same to Saunders. This property encompasses the western portion of the Quarry. Robert Osborne's rights established under the Non-Remonstrance Provision of the Osborn Contract were never assigned, released or terminated by Mr. Osborne, until conveyed to Saunders via the Robert Osborne QCD.

36.

Saunders, as Robert Osborne's assignee and successor-in-interest, currently holds the Profit, and has been conducting mining and reclamation activities in the Quarry since 2020.

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The Hildebrands and Harris Dispute the Profit and Deny Saunders' Access

37.

The Hildebrands and Harris have denied Saunders access to the Disputed Area, and claim that Saunders' access constitutes a trespass. The Hildebrands have since installed "No Trespassing" signs and video cameras around the DisputedArea.

38.

Harris has attempted to assert her rights, if any, to the quarrying and reclamation operations at the Quarry, including the Disputed Area, over which Saunders has exclusive access to conduct mining and reclamation activities via the Profit. Saunders also maintains the exclusive authorization from DOGAMI to conduct reclamation operations within the Quarry.

39.

On information and belief, in early 2024, Harris requested that Renne grant her access through its property to the eastern portion of the Quarry which, as alleged above, is located on property owned by the Hildebrands (*i.e.*, Parcel 1), but is not practically accessible from the Hildebrands' property.

40.

On March 8, 2024, Saunders, through counsel, sent to Harris a letter detailing its position with respect to access to the Quarry and Saunders' exclusive use of the site (including the five-acre portion of the Disputed Area) for quarrying and reclamation activities. Saunders further explained its position vis-à-vis the Osborne Contract and its assumption of any and all rights provided by the Non-Remonstrance Provision therein. A true and correct copy of this correspondence is attached as Exhibit T.

41.

On or around May 23, 2024, Harris, through counsel, responded, detailing her position that Saunders does not grant access for Saunders' current quarrying and reclamation activities. A true and correct copy of this correspondence is attached as Exhibit U.

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42.

On information and belief, the Hildebrands and Harris have since communicated with DOGAMI, seeking the suspension and non-renewal of Saunders' operating permit.

43.

The Hildebrands and/or Harris have erected "No Trespassing" signs and erected cameras in and around the Disputed Area, and have continued to obstruct and interfere with Saunders' access.

FIRST CLAIM FOR RELIEF

(Declaratory Judgment)

Against All Parties

44.

Saunders realleges the above paragraphs.

45.

A justiciable controversy exists between Saunders, the Hildebrands, Harris, and Harris Excavation, Inc. regarding the existence, validity, enforceability and scope of a *profit a prendre* for quarrying and reclamation activities on the Disputed Area, as well as the status of reclamation rights associated with the Disputed Parcel.

46.

Saunders and the Hildebrands have competing interpretations regarding the language of the Non-Remonstrance Provision in the Osborne Contract, as well as its practical and legal effect today.

47.

Saunders contends that the language created an irrevocable *profit a prendre* (the "Profit") that bound the Mickelsons, as purchasers of the land conveyed, and their successors and assigns. Saunders further contends that this conferred upon Mr. Osborne the right to conduct quarrying and reclamation activities on a five-acre portion within the Disputed Area. Saunders contends

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that the Hildebrands and Harris took title to the component portions of the Disputed Area subject to the Profit. Finally, Saunders contends that it has assumed the Profit from Mr. Osborne and his ex-wife via quitclaim deeds recorded in 2024.

48.

The Hildebrands and Harris contend that the Non-Remonstrance Provision in the Osborne Contract does not grant access for Saunders to conduct quarrying and reclamation activities within the Disputed Area, despite recognition for the same from DOGAMI and Saunders' assumption of the Profit from Robert Osborne, and therefore asserts that Saunders does not have legal access to conduct its quarrying and reclamation activities in the Disputed Area.

49.

Saunders therefore prays for a judgment declaring the interests, rights, and obligations of the parties in and to the Disputed Area, the nature of the rights assigned to Saunders under the Osborne Contract, and the terms and manner under which Saunders' rights may be exercised, utilized, assigned, or transferred. Saunders prays for any other further relief that the Court deems necessary and proper pursuant to ORS 28.080.

SECOND CLAIM FOR RELIEF

(Injunctive Relief)

Against all Parties

50.

Saunders realleges the above paragraphs.

51.

At all relevant times, Saunders has held an irrevocable *profit a prendre* for quarrying and reclamation activities on the Disputed Area.

52.

The Hildebrands and Harris have impaired, obstructed, and denied Saunders' access to

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the Disputed Area and exercise its reclamation rights. These actions substantially and unreasonably interfere with Saunders' quarrying and reclamation rights.

53.

Furthermore, and as alleged above, Saunders is the authorized operator of the Parrett Mountain Mine. Saunders has sole authorization from DOGAMI under DOGAMI Site No. 36-0056 to conduct reclamation operations within the mine site, which includes the five-acre portion located on the Disputed Area. No separate reclamation permit has been approved for the mine site. This means that Saunders has an obligation to obey any lawful orders issued by DOGAMI. To the extent that Saunders needs to access portions of the existing quarry on property owned by Hildebrandt and/or Harris in order to comply with DOGAMI's orders, Saunders is presently unable to do so due to the Hildebrands and Harris' interference.

54.

Saunders has no plain, adequate, or speedy remedy at law.

55.

Saunders therefore seeks a permanent injunction preventing Harris, the Hildebrands, and Harris Excavation, Inc. from interfering with Saunders' access to and reclamation rights on the Disputed Area.

THIRD CLAIM FOR RELIEF

(Interference with Easement)

Against Harris and the Hildebrands

56.

Saunders realleges the above paragraphs.

57.

Saunders enjoys the exclusive right to operate a reclamation site at the Quarry, including on the Disputed Area. Saunders has undertaken significant liabilities to complete this reclamation work, including payments to Renne as well as compliance with all provisions of the DOGAMI

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permit noted above.

58.

The Hildebrands and Harris have impaired, obstructed, and denied Saunders' access to the Disputed Area and exercise its reclamation rights. These actions substantially and materially interfere with Saunders' reclamation rights.

59.

As a proximate and direct cause of the foregoing, Saunders has suffered damages in an amount to be proven at trial, but not less than $250,000.00.

WHEREFORE, Saunders prays for judgment in its favor and against defendants as follows:

1. For its First Claim for Relief, a judgment declaring the interests, rights, and obligations of the parties in and to the Disputed Area, the nature of the rights assigned to Saunders under the Osborne Contract, and the terms and manner under which Saunders' rights may be exercised, utilized, assigned, or transferred.

2. For its Second Claim for Relief, an order permanently enjoining Harris and the Hildebrands from interfering with Saunders' access to and reclamation rights on the Disputed Area.

3. For its Third Claim for Relief, an award of damages in an amount to be proven at trial, but not less than $250,000.00.

4. An award of Saunders' attorney fees and costs incurred herein; and

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5. For such further and additional relief as the Court deems necessary or proper.

Dated this 29tjday of August, 2024.

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By: *s/ Craig G. Russillo*

Craig G. Russillo, OSB #973875
Email: crussillo@schwabe.com
Jonathan A. Stamm, OSB #185861
Email: jstamm@schwabe.com
Facsimile: 503.796.2900
Of Attorneys for Plaintiff

Trial Attorney: Craig G. Russillo, OSB #973875

Received 2/14/2024
County Surveyor

PARTITION 2024-05

for: Ryan & Kristin Hildebrand

Docket No. **P-08-23**

Location: Section 23 & 22, T. 3 S., R. 2 W., WM., in a portion of Lots 30 & 31 *CHEHALEM UPLANDS NO. 2*, Yamhill County, OR

Tax Lot: 3223 - 1500

Date : 30 November 2023

Monument List

1. 3/4" IRON PIPE, UP 1.5', PER CHEHALEM UPLANDS NO. 2, HELD FOR DIRECTION OF NORTH LINE FROM #3 MONUMENT IS 1.39' EASTERLY OF CORNER
2. 5/8" IRON ROD PER CSP-7882, HELD
3. ***QUARTER CORNER BETWEEN SECTIONS 22 AND 23*** YAMHILL COUNTY BRASS CAP ON IRON PIPE, CORNER RECORD T. 3 S., R. 3 W., PAGE 9, HELD
4. 1/2" IRON PIPE, 1.55' NORTHERLY OF LINE. ORIGIN UNKNOWN, POSSIBLE PLAT MONUMENT FOR CORNER OF LOTS 28 AND 29, CHEHALEM UPLANDS NO. 2
5. 5/8" IRON ROD PER CSP-8287
6. 5/8" IRON ROD PER CSP-8287, BENT
7. 5/8" IRON ROD, BENT, BEARS S 37°30'31" E 3.96' FROM CORNER
8. 5/8" IRON ROD PER CSP-7882, HELD
9. 5/8" IRON ROD PER CSP-7882
10. 5/8" IRON ROD, UP 0.4', PER CSP-7882, HELD
11. 5/8" IRON ROD, UP 0.5', PER CSP-7882
12. 5/8" IRON ROD, BENT, PER CSP-7882
13. 5/8" IRON ROD PER CSP-7882
14. 5/8" IRON ROD PER CSP-7882, HELD
15. 5/8" IRON ROD PER CSP-7146, HELD
16. 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "DUNCKEL & ASSOCIATES" PER PLAT OF MARGARET'S VINEYARD
17. 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "DUNCKEL & ASSOCIATES" PER PLAT OF MARGARET'S VINEYARD, BEARS S 83°43'20" W 0.32' FROM CORNER
18. 5/8" IRON ROD, BENT, HELD FOR LINE. MONUMENT WAS SET AS 1/2" IRON PIPE PER CSP-4560, BUT WAS FOUND AS A 5/8" IRON ROD IN CSP-7072.
19. SECTION CORNER, SECTIONS 22, 23, 26 & 27 YAMHILL COUNTY BRASS CAP, CORNER RECORD T.3W., R.2S., PAGE 41, HELD
20. 1/2" IRON PIPE PER CSP-5261, HELD
21. 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "PIONEER DESIGNER" PER CS-13608
22. 1/2" IRON PIPE PER CSP-5261, HELD

Legend

- ● = MONUMENT FOUND, FLUSH TO 0.2' DOWN, IN GOOD CONDITION UNLESS OTHERWISE STATED. ORIGIN STATED IF KNOWN.
- ○ = SET 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "L. MACDONALD & ASSOC."
- ◇ = LINE MARKER, SET 4' WOOD LATH
- = SECTION LINE
- = EASEMENT
- = PROPERTY LINE
- (____#1) = DATA OF RECORD PER CSP-7072
- (____#2) = DATA OF RECORD PER CSP-5261
- (____#3) = DATA OF RECORD PER CSP-7882
- (____#4) = DATA OF RECORD PER CS-13608
- (____#5) = DATA OF RECORD PER MARGARET'S VINEYARD

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 00°52'51" W	30.00
L2	N 89°06'40" E	33.80
L3	S 88°48'28" W	33.80
L4	S 59°36'34" E	122.31
L5	N 79°22'20" E	297.69
L6	S 15°19'04" E	183.22
L7	N 89°03'11" E	94.07
L8	S 01°07'10" E	27.26
L9	S 88°45'20" W	242.76
L10	S 00°53'20" E	140.56
L11	S 48°32'49" E	27.67
L12	S 89°32'14" W	31.09
L13	S 88°55'37" W	30.72
L14	S 00°53'20" E	128.53

Notes

1. THIS PARTITION DOES NOT GUARANTEE THE ISSUANCE OF A RESIDENTIAL BUILDING PERMIT FOR EITHER PARCEL. PRIOR TO ISSUANCE OF RESIDENTIAL DEVELOPMENT PERMITS FOR THE PARCELS, THE APPLICABLE PROVISIONS OF THE YAMHILL COUNTY ZONING ORDINANCE MUST BE SATISFIED.
2. NO CITY OWNED OR PRIVATELY OWNED SEWAGE DISPOSAL SYSTEM, ALTERNATE TREATMENT FACILITY OR APPROVED SEPTIC SITE WILL BE PROVIDED TO THE PURCHASER OF ANY PARCEL UNLESS OTHERWISE NOTED.
3. NO MUNICIPAL, PUBLIC UTILITY, COMMUNITY WATER SUPPLY OR PRIVATE WELL SYSTEM WILL BE PROVIDED TO THE PURCHASER OF ANY PARCEL UNLESS OTHERWISE NOTED.
4. ALL PARCELS HAVE ACCESS TO THE COUNTY ROADS.

IMPORTANT NOTICE

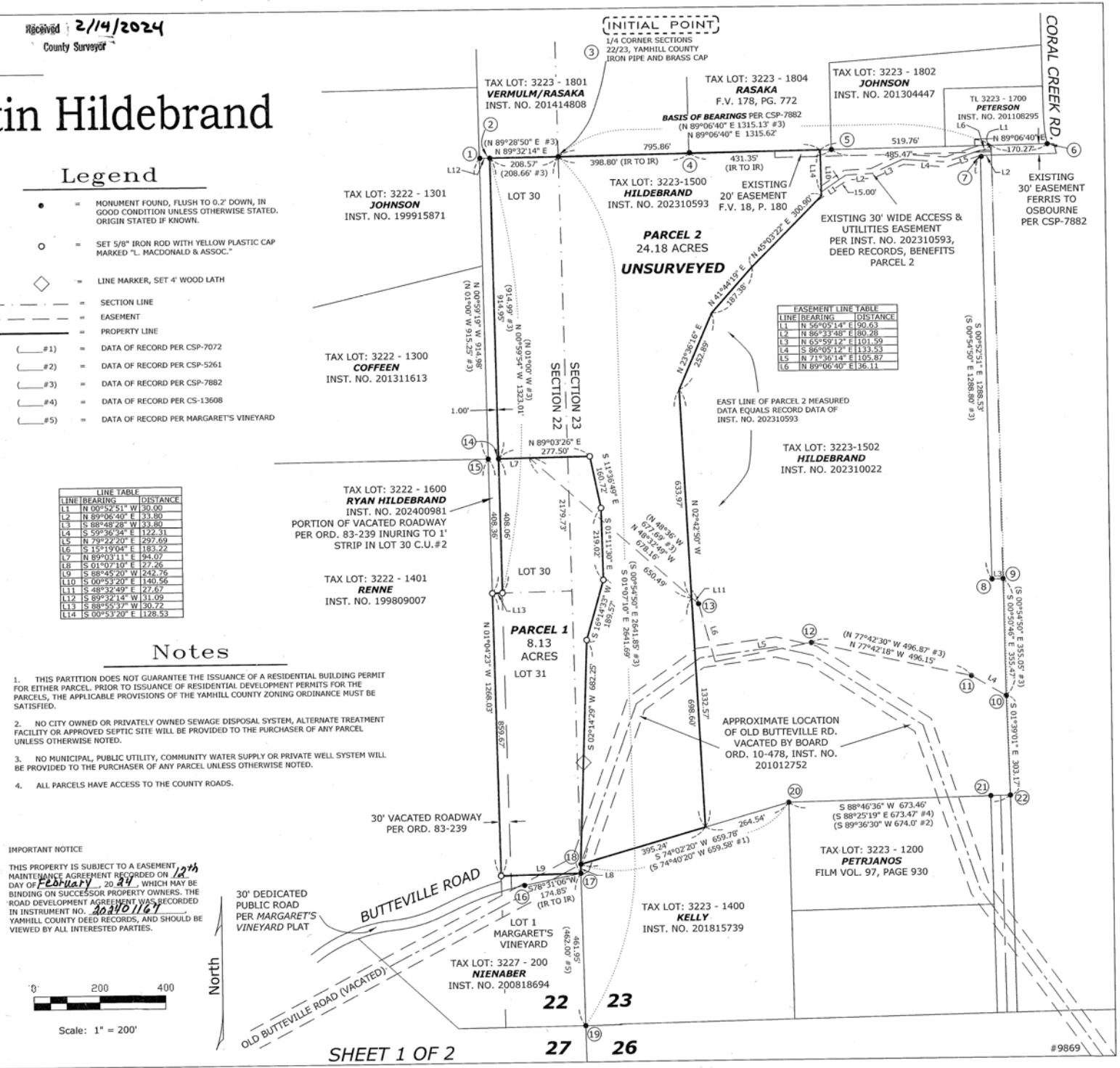
THIS PROPERTY IS SUBJECT TO A EASEMENT MAINTENANCE AGREEMENT RECORDED ON 12th DAY OF February, 20 24, WHICH MAY BE BINDING ON SUCCESSOR PROPERTY OWNERS. THE ROAD DEVELOPMENT AGREEMENT WAS RECORDED IN INSTRUMENT NO. 202401167, YAMHILL COUNTY DEED RECORDS, AND SHOULD BE VIEWED BY ALL INTERESTED PARTIES.

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
January 16, 2002
LELAND A. MACDONALD
53226
Renews 31 December 2024

This is an exact copy of the original partition plat.

BY : LELAND MACDONALD & ASSOC., LLC
FORMERLY DBA MATT DUNCKEL & ASSOC.
3885 RIVERSIDE DRIVE
MCMINNVILLE, OREGON 97128
PHONE : 503-472-7904
FAX: 503-472-0367
EMAIL:LEE@MACDONALDSURVEYING.COM

0 200 400
Scale: 1" = 200'


INITIAL POINT
1/4 CORNER SECTIONS 22/23, YAMHILL COUNTY IRON PIPE AND BRASS CAP
CORAL CREEK RD.
TAX LOT: 3223 - 1801 VERMULM/RASAKA INST. NO. 201414808
TAX LOT: 3223 - 1804 RASAKA F.V. 178, PG. 772
TAX LOT: 3223 - 1802 JOHNSON INST. NO. 201304447
TL 3223 - 1700 PETERSON INST. NO. 201108295
BASIS OF BEARINGS PER CSP-7882 (N 89°06'40" E 1315.13' #3) N 89°06'40" E 1315.62'
(N 89°28'50" E #3) N 89°32'14" E
795.86'
398.80' (IR TO IR)
431.35' (IR TO IR)
519.76'
485.47'
170.27'
208.57' (208.66' #3)
TAX LOT: 3222 - 1301 JOHNSON INST. NO. 199915871
LOT 30
TAX LOT: 3223-1500 HILDEBRAND INST. NO. 202310593
EXISTING 20' EASEMENT F.V. 18, P. 180
EXISTING 30' EASEMENT FERRIS TO OSBOURNE PER CSP-7882
PARCEL 2 24.18 ACRES UNSURVEYED
EXISTING 30' WIDE ACCESS & UTILITIES EASEMENT PER INST. NO. 202310593, DEED RECORDS, BENEFITS PARCEL 2
N 41°44'19" E 187.38'
N 23°36'16" E 252.89'
N 45°03'22" E 300.90'
EASEMENT LINE TABLE
LINE | BEARING | DISTANCE
L1 | N 56°05'14" E | 90.63
L2 | N 86°33'48" E | 80.28
L3 | N 65°59'12" E | 101.59
L4 | S 86°05'12" E | 133.53
L5 | N 71°36'14" E | 105.87
L6 | N 89°06'40" E | 36.11
TAX LOT: 3222 - 1300 COFFEEN INST. NO. 201311613
N 00°59'19" W 914.98' (N 01°00' W 915.25' #3)
914.99' (914.99' #3)
N 00°59'54" W 1323.01' (N 01°00' W #3)
SECTION 23 SECTION 22
1.00'
N 89°03'26" W 277.50'
S 11°36'49" E 160.72'
EAST LINE OF PARCEL 2 MEASURED DATA EQUALS RECORD DATA OF INST. NO. 202310593
S 00°52'51" E 1288.53' (S 00°54'50" E 1288.80' #3)
TAX LOT: 3223-1502 HILDEBRAND INST. NO. 202310022
TAX LOT: 3222 - 1600 RYAN HILDEBRAND INST. NO. 202400981 PORTION OF VACATED ROADWAY PER ORD. 83-239 INURING TO 1' STRIP IN LOT 30 C.U.#2
2179.73'
408.06'
S 01°11'30" E 219.02'
633.97'
N 02°42'50" W
(N 48°36' W 677.69' #3) N 48°32'49" W 678.16'
650.49'
(S 00°54'50" E 2641.85' #3) S 01°07'10" E 2641.69'
TAX LOT: 3222 - 1401 RENNE INST. NO. 199809007
LOT 30
PARCEL 1 8.13 ACRES LOT 31
S 16°14'33" W 489.57'
N 01°04'23" W 1268.03'
859.67'
S 02°14'49" W 682.25'
1332.57'
698.60'
(N 77°42'30" W 496.87' #3) N 77°42'18" W 496.15'
(S 00°54'50" E 355.05' #3) S 00°50'46" E 355.47'
S 01°39'01" E 303.17'
APPROXIMATE LOCATION OF OLD BUTTEVILLE RD. VACATED BY BOARD ORD. 10-478, INST. NO. 201012752
30' VACATED ROADWAY PER ORD. 83-239
S 88°46'36" W 673.46' (S 88°25'19" E 673.47' #4) (S 89°36'30" W 674.0' #2)
395.24' S 74°02'20" W 659.78' (S 74°40'20" W 659.58' #1)
264.54'
TAX LOT: 3223 - 1200 PETRJANOS FILM VOL. 97, PAGE 930
S78°31'06"W 174.85' (IR TO IR)
30' DEDICATED PUBLIC ROAD PER MARGARET'S VINEYARD PLAT
BUTTEVILLE ROAD
LOT 1 MARGARET'S VINEYARD
TAX LOT: 3223 - 1400 KELLY INST. NO. 201815739
TAX LOT: 3227 - 200 NIENABER INST. NO. 200818694
461.95' (462.00' #5)
OLD BUTTEVILLE ROAD (VACATED)
North
22
23
27
26
SHEET 1 OF 2
#9869

Received 2/14/2024
County Surveyor

PARTITION 2024-05

for: Ryan & Kristin Hildebrand

Docket No. **P-08-23**

Location: Section 23 & 22, T. 3 S., R. 2 W., WM., in a portion of Lots 30 & 31 *CHEHALEM UPLANDS NO. 2*, Yamhill County, OR

Tax Lot: 3223 - 1500

Date : 30 November 2023

APPROVALS :

Jon E. Frese February 8, 2024
Yamhill County Surveyor Date

Kenneth P. Friday 2/8/2024
Yamhill County Planning Director Date

Mark A. Lago 2/8/24
Yamhill County Public Works 2/8/2024

Pursuant to O.R.S. 92.095.
Taxes have been paid or bond posted to this
date: JUNE 30th 2024
Yamhill County Tax Collector 2-12-2024

OFFICIAL YAMHILL COUNTY RECORDS
KERI HINTON, COUNTY CLERK 202401168
00865953202400011680020020 $121.00
02/12/2024 03:37:58 PM
PR-PARPR Cnt=1 Stn=1036 DAVISM
$45.00 $5.00 $11.00 $60.00

DECLARATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, KRISTIN HILDEBRAND AND RYAN HILDEBRAND, AS OWNERS OF THE LANDS REPRESENTED ON THE ATTACHED MAP AND MORE PARTICULARLY DESCRIBED IN THE SURVEYOR'S CERTIFICATE, HAVE CAUSED SAID LANDS TO BE SURVEYED AND PLATTED INTO THE 2 PARCELS AS SHOWN.

KRISTIN HILDEBRAND

NOTARY PUBLIC SIGNATURE: Stephanie Curran
NOTARY PUBLIC - OREGON: Stephanie Curran
COMMISSION NUMBER: 1007174
MY COMMISSION EXPIRES: 01-06-25

Acknowledgement

STATE OF OREGON)
)SS.
COUNTY OF YAMHILL)

ON THIS DAY THE 8th OF February 2024, KRISTIN HILDEBRAND, IN THE CAPACITY SHOWN IN THE ABOVE DECLARATION, WHO BEING DULY SWORN, DID SAY THAT SHE IS THE IDENTICAL PERSON NAMED IN THE FORGOING INSTRUMENT AND THAT SHE EXECUTED SAID INSTRUMENT FREELY AND VOLUNTARILY.

RYAN HILDEBRAND

NOTARY PUBLIC SIGNATURE: Stephanie Curran
NOTARY PUBLIC - OREGON: Stephanie Curran
COMMISSION NUMBER: 1007174
MY COMMISSION EXPIRES: 01-06-25

Acknowledgement

STATE OF OREGON)
)SS.
COUNTY OF YAMHILL)

ON THIS DAY THE 8th OF February 2024, RYAN HILDEBRAND, IN THE CAPACITY SHOWN IN THE ABOVE DECLARATION, WHO BEING DULY SWORN, DID SAY THAT HE IS THE IDENTICAL PERSON NAMED IN THE FORGOING INSTRUMENT AND THAT HE EXECUTED SAID INSTRUMENT FREELY AND VOLUNTARILY.

Narrative

THE PURPOSE OF THIS SURVEY IS TO PARTITION TAX LOT 3223 - 1500, AS CONVEYED TO KRISTIN AND RYAN HILDEBRAND IN DEED RECORDED OCTOBER 31, 2023 AS INSTRUMENT NO. 202310022, DEED RECORDS OF YAMHILL COUNTY, OREGON, INTO THE TWO PARCELS AS SHOWN HEREON UNDER YAMHILL COUNTY PLANNING DOCKET NO. **P-08-23**. AS NOT ALL CORNERS OF PARCEL 2 OF THIS PLAT WERE MONUMENTED, IT REMAINS UNSURVEYED PER O.R.S. 92.55

THE BASIS OF BEARINGS IS NORTH 89°06'40" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 23, AS SHOWN HEREON.

THE WESTERLY PORTION OF THIS PROPERTY IS IN LOTS 30 & 31 OF *CHEHALEM UPLANDS NO. 2.*, AND THE SW 1/4 OF SECTION 23. I HELD THE YAMHILL COUNTY BRASS CAP AT THE QUARTER SECTION CORNER BETWEEN SECTION 22 AND 23, AND THE IRON ROD FOUND IN THE WEST RIGHT OF WAY MARGIN OF CORAL CREEK ROAD PER CSP-8287 (CARLILE, 1983) TO DETERMINE THE NORTH LINE WITHIN SECTION 23. FOR THE NORTH LINE OF LOT 30, I HELD SAID QUARTER SECTION CORNER AND AN IRON ROD (#2) SET IN CSP-7882 (MURSELL, 1981) ON THE NORTH LINE OF SAID LOT 30. THE MURSELL ROD WAS SET BY HOLDING A PLAT IRON PIPE (#1) AT THE NW CORNER OF SAID LOT 30. #2 WAS SET ON A 1 FOOT OFFSET TO THE WEST LINE OF A 30' PLATTED ROADWAY (NOW VACATED) PER DEED BOOK 68, PAGE 136 (1914). SEE ALSO SHERIFF'S DEED BOOK 110, PAGE 625 (1935), WHICH PASSED TITLE OF THE 1' STRIP TO YAMHILL COUNTY. DUE TO THE COUNTY OWNERSHIP OF SAID STRIP WHEN THE 30' ROADWAY WAS VACATED (BOARD ORDER 83-239, 1983), BY OPERATION OF OREGON LAW, OWNERSHIP OF THE ROADWAY INURING TO THE 1 FOOT STRIP PASSED TO YAMHILL COUNTY. YAMHILL COUNTY HAS CONVEYED ITS INTEREST IN THIS STRIP BY QUITCLAIM DEED TO RYAN HILDEBRAND RECORDED ON FEBRUARY 7, 2024 IN INSTRUMENT NO. 202400981, DEED RECORDS. FOR THE EAST LINE OF THE 1' STRIP, I HELD THE MONUMENTS SET IN CSP-7882.

TO DETERMINE THE SOUTHWEST CORNER OF SAID HILDEBRAND TRACT, WHICH IS ALONG THE NORTH LINE OF *MARGARET'S VINEYARD* (DUNCKEL, 2006), I HELD THE YAMHILL BRASS CAP AT THE SOUTHWEST CORNER OF SECTION 23 AND ROTATED LOT 1 TO THE IRON ROD MARKING THE NORTHEAST CORNER OF LOT 1, *MARGARET'S VINEYARD*.

THE SOUTHERLY LINE IS HELD BASED ON THE MONUMENTS OF CS-13608 (HARRIS, 2020) AND CSP-7072 (MURSELL, 1978). I HELD THE EAST LINE BASED ON THE MONUMENTS OF CSP-7882.

THE EAST LINE OF SAID HILDEBRAND TRACT IS PER RECORD OF SAID DEED, BEING A LOT LINE ADJUSTMENT DEED, THE DESCRIPTION OF WHICH WAS WRITTEN BY ME UNDER COUNTY PLANNING FILE NO. L-28-22.

SURVEYOR'S CERTIFICATE

I, LELAND A. MACDONALD, DO HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LAND HEREON SHOWN AS PARCEL 1, AND PER O.R.S. 92.055 & 92.06(6) THAT PARCEL 2 IS UNSURVEYED; THE THE EXTERIOR BOUNDARY OF PARCELS 1 AND 2 IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND LOCATED IN SECTIONS 22 AND 23, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN PORTIONS OF LOTS 30 & 31 OF CHEHALEM UPLANDS NO. 2, AS RECORDED IN PLAT BOOK 3 AT PAGE 37, RECORDS OF YAMHILL COUNTY, OREGON, THE PERIMETER OF SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT, THE ONE-QUARTER CORNER COMMON TO SAID SECTIONS 22 AND 23 AS MARKED BY AN IRON PIPE AND BRASS CAP SET BY THE YAMHILL COUNTY SURVEYOR; THENCE NORTH 89°06'40" EAST 795.86 FEET TO A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 23; THENCE LEAVING SAID CENTERLINE SOUTH 00°53'20" EAST 140.56 FEET; THENCE SOUTH 45°03'22" WEST 300.90 FEET; THENCE SOUTH 41°44'19" WEST 187.38 FEET; THENCE SOUTH 23°36'16" WEST 252.89 FEET; THENCE SOUTH 02°42'50" EAST 1332.57 FEET TO A POINT ON THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO TIMOTHY W. KELLY, RECORDED NOVEMBER 5, 2018 AS INSTRUMENT NO. 201815739 DEED RECORDS OF YAMHILL COUNTY, OREGON; THENCE SOUTH 74°02'20" WEST 395.24 FEET TO THE NORTHWEST CORNER THEREOF, BEING A POINT ON THE EAST LINE OF SAID SECTION 23; THENCE SOUTH 01°07'10" EAST 27.26 FEET TO THE NORTHEAST CORNER OF LOT 1 OF MARGARET'S GARDEN SUBDIVISION, RECORDED OCTOBER 5, 2006, AS INSTRUMENT NO. 200623035, RECORDS OF THE YAMHILL COUNTY CLERK, YAMHILL COUNTY, OREGON, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF THE SECOND TRACT OF LAND DESCRIBED IN DEED TO FRED ADLOF AND EMIL ADOLF, RECORDED FEBRUARY 8, 1923 IN BOOK 87, PAGE 359, DEED RECORDS OF YAMHILL COUNTY, OREGON; THENCE SOUTH 88°45'20" WEST 242.76 FEET TO THE NORTHWEST CORNER OF SAID ADOLF TRACT, BEING A POINT ON THE WEST LINE A 30 FOOT WIDE PLATTED ROAD AS SHOWN ON SAID CHEHALEM UPLANDS NO. 2 PLAT AND AS VACATED BY YAMHILL COUNTY COMMISSIONERS BOARD ORDER NO. 83-239 AND WHICH PORTION OF SAID VACATED ROAD INURES TO SAID LOT 31; THENCE ALONG THE WEST LINE OF SAID CHEHALEM UPLANDS NO. 2 PLAT NORTH 01°04'23" WEST 859.67 FEET TO THE NORTHWEST CORNER OF SAID LOT 31 AS PROJECTED ACROSS SAID VACATED PLATTED ROADWAY; THENCE ALONG SAID PROJECTION AND THE NORTH LINE OF SAID LOT 31 NORTH 88°55'37" EAST 30.72 FEET TO THE SOUTHEAST CORNER OF THE WEST 1 FOOT OF SAID LOT 30; THENCE PARALLEL WITH AND 1 FOOT DISTANT FROM THE WEST LINE OF SAID LOT 30, NORTH 00°59'54" WEST 1323.01 FEET (PASSING AN IRON ROD SET IN CSP-7882 AT 408.06 FEET) TO AN IRON ROD SET IN CSP-7882 MARKING A POINT ON THE NORTH LINE OF SAID LOT 30; THENCE NORTH 89°32'14" EAST 208.57 FEET TO THE POINT OF BEGINNING, CONTAINING 32.31 ACRES OF LAND, MORE OR LESS.

Leland A. MacDonald, PLS 53226

BY : LELAND MACDONALD & ASSOC., LLC
FORMERLY DBA MATT DUNCKEL & ASSOC.
3885 RIVERSIDE DRIVE
MCMINNVILLE, OREGON 97128
PHONE : 503-472-7904
FAX: 503-472-0367
EMAIL:LEE@MACDONALDSURVEYING.COM

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
January 16, 2002
LELAND A. MACDONALD
53226
Renews 31 December 2024

This is an exact copy of the original partition plat.

#9869

SHEET 2 OF 2

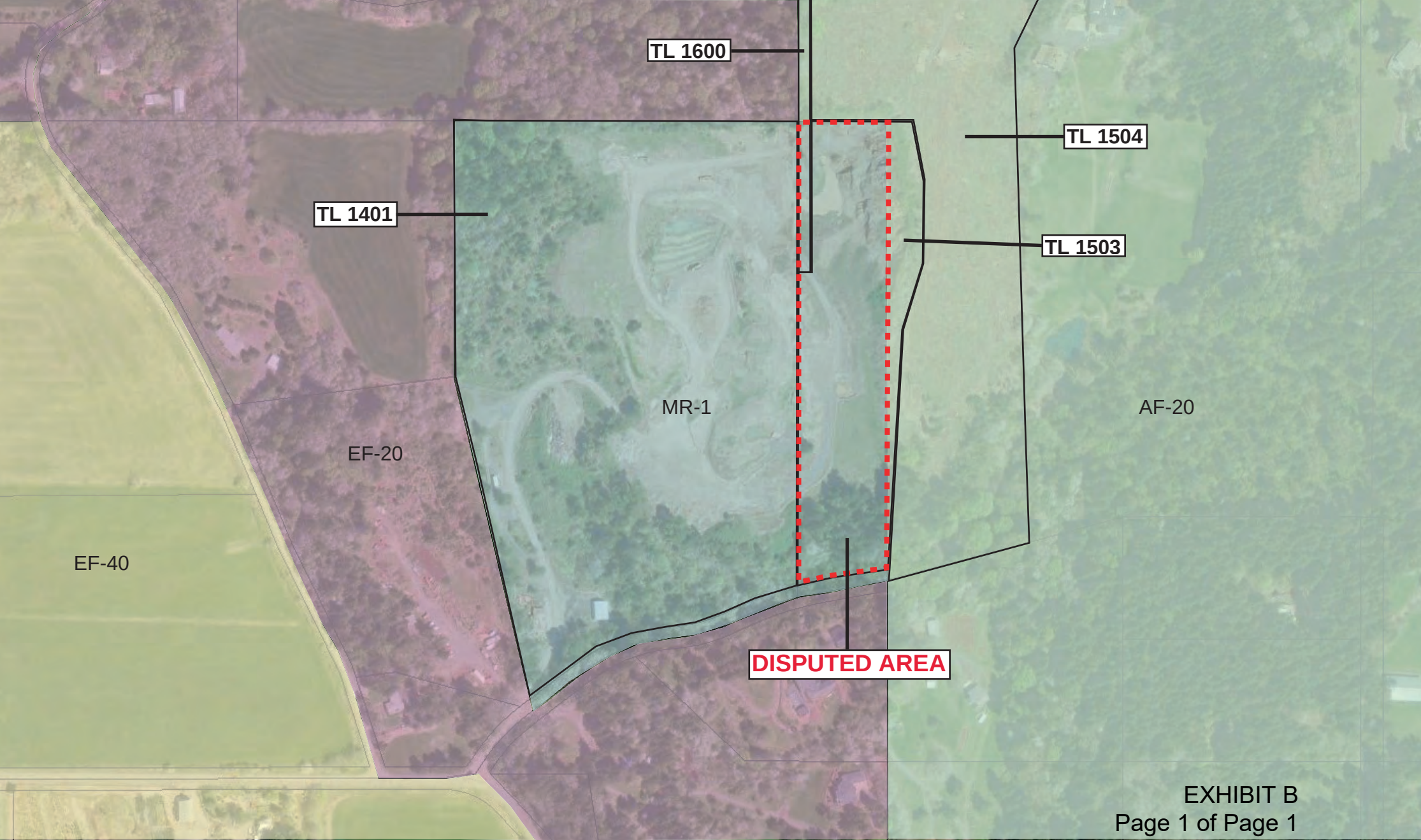


EXHIBIT B
Page 1 of Page 1

Oregon
Kate Brown, Governor

Department of Geology and Mineral Industries
Mineral Land Regulation and Reclamation
229 Broadalbin Street SW
Albany, OR 97321-2246
(541) 967-2039
Fax: (541) 967-2075
www.oregongeology.org

July 17, 2020

The Saunders Group, LLC.
701 E. 3rd Street
Newberg, OR 97132

RE: Transfer Operating Permit for DOGAMI Site No 36-0056

To Whom It May Concern,

This is your official notification that the transfer of the Operating Permit for DOGAMI site #36-0056 has been completed. Enclosed you will find the following:

- Transferred 2020 Operating Permit
- Acknowledged DOGAMI Operating Permit
- Acknowledged Permit Boundary Map
- GIS Aerial depicting disturbances
- 2004 Operation and Reclamation Plan
- 36-0056 Quarry Clean Fill Plan

Please note that the DOGAMI records contain additional pertinent information for this site which is available upon request. Additionally, DOGAMI has included a copy of the inadvertent discovery plan for your use should to you discover cultural artifacts.

Please contact our office if you have any questions or need additional information.

Thank you,

Nicholas Tatalovich
Aggregate Permitting Reclamationist

Oregon Dept. of Geology & Mineral Industries
Mineral Land Regulation & Reclamation Program
229 Broadalbin St. SW
Albany OR 97321-2246
(541) 967-2039

OPERATING PERMIT -- Transfer
ISSUED SUBJECT TO ANY LISTED CONDITIONS

The Saunders Group LLC
701 E. 3rd St.
Newberg OR 97132

ID No.: 36-0056
Site Name: Parrot Mtn Reclamation Facilit..
County: Yamhill
Twp R S TL: 3S2W22

This permit shall be in effect, unless revoked or suspended for cause, from the date of issuance and shall remain in effect so long thereafter as the Permittee pays the annual fee to renew the permit, complies with the provisions of ORS 517.750 through 517.955 as applicable, the Rules as promulgated to administer the Oregon Mined Land Reclamation Act, the approved reclamation plan, and any conditions attached to this permit, and maintains a performance bond as required by the Act.

Issuance of this permit is not a finding of compliance with state-wide planning goals or the acknowledged comprehensive plan. The applicant must receive land-use approval from local government before using this permit.

NOTE: Reclamation plans may be modified per ORS 517.831 and OAR 632-(030) and (035)-0035.

CONDITIONS: (Conditions may be appealed per OAR 632-030-0056 or OAR 632-035-0050. If an appeal is made, this permit is invalid until the condition(s) appealed is/are resolved and the permit reissued.)

The Permittee must:

1. maintain compliance with the 1200A discharge permit for the site.
2. stake on the ground and maintain a 50 foot property line setback for excavation, except for the property line common with the expansion area.
3. not lower the pit floor elevation as of 7/1/04 without prior approval from DOGAMI.
4. not conduct mine dewatering without first amending this Operating Permit.
5. submit a post-mining drainage control plan for DOGAMI approval within 3 years of completion of mining.
6. not construct overburden piles on over steepened slopes that create storage stability problems. Strip storage areas of vegetation prior to stockpiling to create a stable foundation for storage and seed all overburden and exposed soil areas prior to October 1st of each year.
7. place a 4 foot composite of overburden and topsoil across pit floor, stockpile and processing areas after ripping to promote drainage and seed with native grasses and plant with native timber species.
8. place a minimum 1 foot layer of soil on benches in the highwall and seed these areas with a native pasture mix.

Issued July 17, 2020

Vaughn Balzer
Reclamationist

RENEWAL IS REQUIRED BY SEPTEMBER 30, 2020

c: Yamhill County Planning Department
Lawrence Renne Newberg
Fred Mickelson Newberg

Oregon Dept. of Geology & Mineral Industries
Mineral Land Regulation & Reclamation Program
229 Broadalbin St. SW
Albany OR 97321-2246
(541) 967-2039

OPERATING PERMIT -- Renewal
ISSUED SUBJECT TO ANY LISTED CONDITIONS

S-2 Contractor's Inc.
6860 S. Anderson Rd.
Aurora OR 97002

ID No.:	36-0056
County:	Yamhill
Section:	22
Twp:	3S
Range:	2W
Site Name:	Renne Quarry Newberg Rock Pit

This permit shall be in effect, unless revoked or suspended for cause, from the date of issuance and shall remain in effect so long thereafter as the Permittee pays the annual fee to renew the permit, complies with the provisions of ORS 517.750 through 517.955 as applicable, the Rules as promulgated to administer the Oregon Mined Land Reclamation Act, the approved reclamation plan, and any conditions attached to this permit, and maintains a performance bond as required by the Act.

Issuance of this permit is not a finding of compliance with state-wide planning goals or the acknowledged comprehensive plan. The applicant must receive land-use approval from local government before using this permit.

NOTE: Reclamation plans may be modified per ORS 517.831 and OAR 632-(030) and (035)-0035.

CONDITIONS: *(Conditions may be appealed per OAR 632-030-0056. If an appeal is made, this permit is invalid until the condition(s) appealed is/are resolved and the permit reissued.)*

The Permittee must:

1. maintain compliance with the 1200A discharge permit for the site.
2. stake on the ground and maintain a 50 foot property line setback for excavation, except for the property line common with the expansion area.
3. not lower the pit floor elevation as of 7/1/04 without prior approval from DOGAMI.
4. not conduct mine dewatering without first amending this Operating Permit.
5. submit a post-mining drainage control plan for DOGAMI approval within 3 years of completion of mining.
6. not construct overburden piles on over steepened slopes that create storage stability problems. Strip storage areas of vegetation prior to stockpiling to create a stable foundation for storage and seed all overburden and exposed soil areas prior to October 1st of each year.
7. place a 4 foot composite of overburden and topsoil across pit floor, stockpile and processing areas after ripping to promote drainage and seed with native grasses and plant with native timber species.
8. place a minimum 1 foot layer of soil on benches in the highwall and seed these areas with a native pasture mix.

Issued _____, 2019

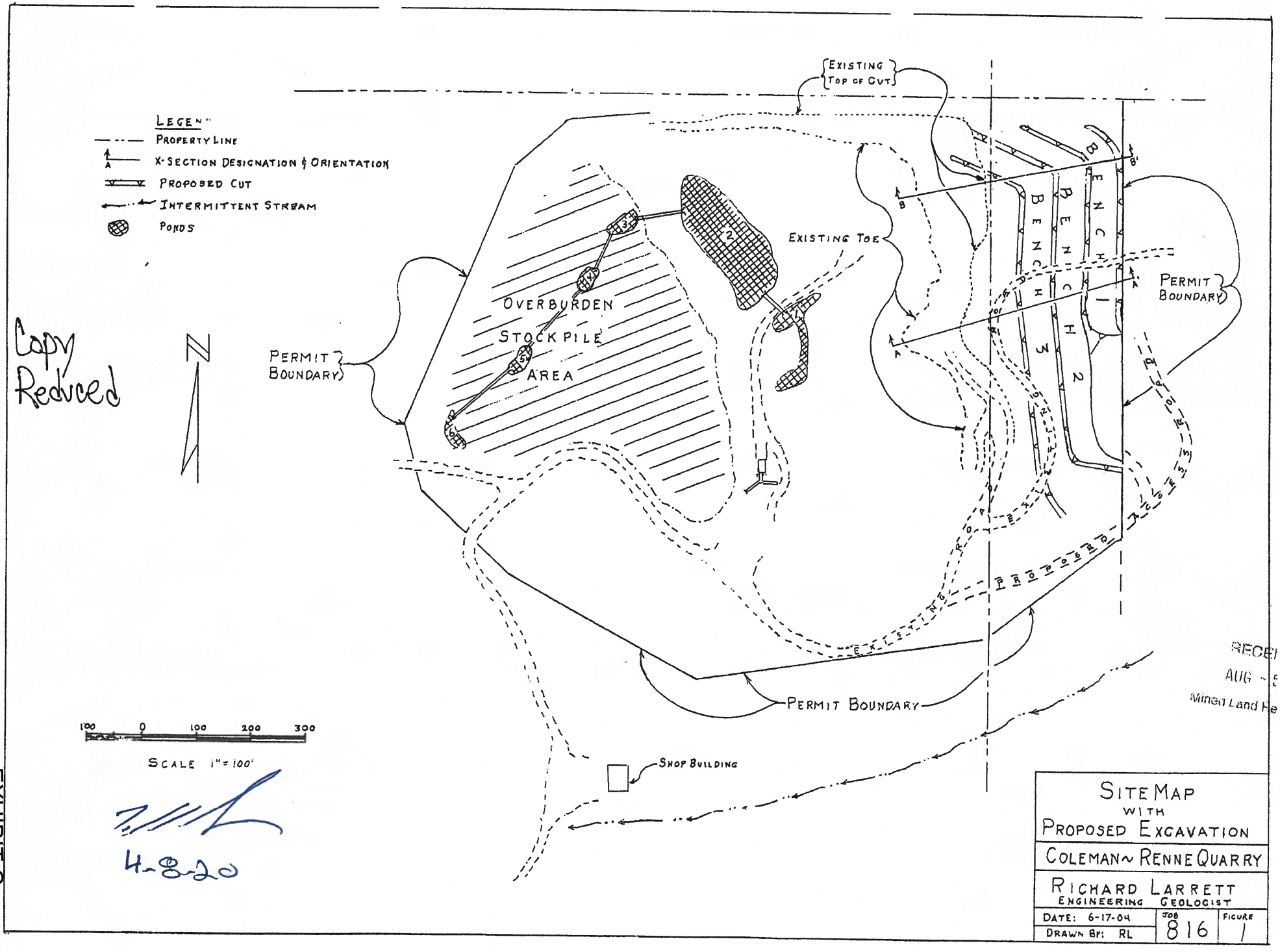
_____
Vaughn Balzer
Reclamationist

RENEWAL IS REQUIRED BY SEPTEMBER 30, 2020

c: Yamhill County Planning Department
Lawrence Renne Newberg

OPA-PERMITS DOC (Rev 8/11)

4-8-20



Copy Reduced

RECEI
AUG
Mined Land Re

4-8-20

EXHIBIT C

4-8-20

DOGAMI ID#: 36-0056

Permittee:	S-2 Contractor's Inc.	
Site Name:	Renne Quarry Newberg Rock Pit	
Data Source:	Site Inspection	12/27/2019
Prepared By:	E. Buchner	12/31/2019

	Acres
Current Permit Area:	---
Disturbed:	14.6
Limited Exemption:	---
Reclaimed:	9.1
Dist. out of LE:	---
Dist. out of Permit:	---

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the suitability of the information.

Latitude: 45.29192
Longitude: -122.9109

ArcGIS v10.6
Oregon Lambert Projection, NAD 1983 HARN (EPSG# 2994)
\\dgmalbwfs1\sites\36Yamhill\36-0056\36-0056 Aerials & Maps\36-0056_20191231_GISAerial_2018.pdf

Oregon Dept. of Geology and Mineral Industries
Mineral Land Regulation and Reclamation Program
229 Broadalbin St. SW
Albany, OR 97321

MUCH OF THE INFORMATION REQUESTED CAN BE EXPLAINED ON THE MINE PLAN MAP. See enclosure *Map or Aerial Photo Requirements*.

1. PRE-MINE CONDITIONS

a) Current land use and zoning: M-1

b) Average depth of topsoil: 5'

c) Type and density of vegetation: Trees, Brush & Grass

d) Are there any springs, seeps, intermittent or perennial streams on or near the site? ☑ yes ☐ no
If yes, list here and *locate on mine plan map.*
Approximately 250' South of proposed access road

e) Has a wetland delineation been completed? ☐ yes ☑ no
If yes, attach report.

f) Has a landslide investigation been completed on this property? ☐ yes ☑ no
If yes, attach report.

2. POST-MINING LAND USE

a) What is the planned post-mining beneficial use of the permit area?

- ☐ Agriculture
- ☑ Range/Open Space
- ☐ Forestry
- ☐ Housing/Construction
- ☐ Wildlife/Wetland
- ☐ Recreation
- ☐ Other

The post-mining use must be compatible with the local comprehensive plan or have specific land-use approval. For significant aggregate sites, which are zoned for mining, local government must determine the post-mining land use.

3. RECLAMATION TIMING

a) How many days after mining is completed will reclamation begin? Immediately

OR

b) If reclamation will be concurrent with mining, explain the procedure for concurrent reclamation.

4. OPERATING PLAN

a) Mining method(s) to be employed (mark all that apply)
☐ single bench ☑ multiple bench ☐ pond excavation
☐ placer mine ☐ side hill cut ☐ hill top removal
☐ other:

b) Equipment to be used for mining:
Trackhoe, Loader, 10-Wheel Dump Truck

c) Will there be on-site processing? ☑ yes ☐ no
If yes, check type of processing:
☐ wash water contained in a closed system
source of water:
☐ wash water discharged off site
☑ dry processing
☐ other:

d) Will blasting be employed? ☑ yes ☐ no

e) Distance to closest structure not owned by permittee.
Landowner More Than 1000'

f) Disposition of removed vegetation.
Clear, Grub, Burn

g) Soil types which will be disturbed by mining, processing, or reclamation.
Nekia Clay Loam

h) Average soil salvage depth: 3'

i) Overburden removal depth: 5'

j) Will soil, overburden, rock waste or crusher reject dumps or stockpiles be created during mining? ☑ yes ☐ no
If yes, list the estimated volume of each at the end of this form and *locate on a mine plan map.*

Additional information may be required for large dumps or those located on steep terrain.

k) Will this plan require excavating across any property lines? ☑ yes ☐ no

l) How and where will soil or subsoils be stored for reclamation? Locate storage areas on mine plan map.
In existing OB stockpile area.

m) What measures will be taken to reduce compaction and prevent water and wind erosion of the topsoil stockpiles and when will they be implemented?
OB stockpile will be seeded

n) What will be the minimum property line setback:
for the excavation: 50'
for processing or storage: 300'

RECEIVED
AUG - 5 2004
Mined Land Reclamation

Mined Land Reclamation ID No. 36-0056

5. WATER RESOURCE PROTECTION

a) Will mining occur below groundwater level? .. ☐ yes ☑ no

b) Will mine site dewatering be necessary? ..... ☐ yes ☑ no

If yes, explain procedure and estimated depth to which water will be drawn down inside of the mine and where water will be discharged.

WRD *A permit may be required from the Water Resources Department for dewatering activity.*

---

c) Will process water be contained on site? ..... ☐ yes ☐ no

d) Will storm water be contained on site? ..... ☐ yes ☑ no

e) Will a pond(s) be used to contain water? ..... ☑ yes ☐ no

Explain containment procedures.

Existing System of Settling Ponds

If the answer to c) or d) is no, please explain discharge procedures.

Storm water discharge will be in compliance with existing storm water system

---

DEQ *A permit from the Department of Environmental Quality may be required for off-site discharges and is required for any discharge into public waters, wetlands, streams or lakes. Contact DOGAMI for these permits.*

---

f) Will any drainages/streams be relocated? ..... ☐ yes ☑ no
If yes, complete Section 11.

g) What will be the minimum undisturbed setback(s) of the operation from all stream(s) or drainage(s)? 250'

List the name of stream(s) or drainage(s) and setback from each at the end of this form and locate on a mine plan map.

h) How will the buffer(s) be identified and protected during mining and reclamation?

No mining To be conducted south of access road

i) Describe methods employed to control erosion in the permit area. Be specific, i.e., seeding and mulching, sediment basins or ponds, contour ditching, waterbars, etc.

Surface To be graded To drain To existing drain system

j) Will settling ponds/dams be constructed? ..... ☐ yes ☑ no
State the number and size of the impoundment(s) and how they will be built. Will the pond be excavated or will berms be constructed? *Locate on a mine plan map.*

k) If dams will be constructed, how high will they be and what is the maximum amount of water (in acre feet) to be impounded behind each dam?

N/A

WRD *If a dam is higher than 10 feet, and stores more than 9.2 acre feet of water, approval from the Water Resources Dept. is required prior to construction.*

---

l) If berms or a dam will be constructed, describe construction details and attach a sketch showing construction methods.

N/A

m) How deep will impoundment(s) be? _____

n) If the impoundment(s) are to be removed upon completion of mining, how will they be drained and/or filled?

o) Will settling ponds, wetlands, or a water impoundment be left upon final reclamation? ..... ☐ yes ☑ no

6. GROUNDWATER INFORMATION

a) Proposed mine depth Not below existing floor

b) Groundwater depth (Under static (pre-mine) conditions) 80+ ft below floor

c) What is groundwater depth estimate based on?

Off site wells.

d) Flow direction of groundwater, if known. N/A

e) Distance to closest well outside the permit boundary. 1000'

Wells within permit area must be shown on mine plan map. Attach a copy of the well log(s).

7. VISUAL AND NOISE SCREENING

Screening can be very effectively employed to isolate sites from public notice and to minimize noise from operations.

a) Does a natural landform or vegetative screen currently exist along the permit boundary?..... ☐ yes ☑ no
If yes, what screen width will be maintained during mining?

b) Will a berm and/or vegetation be established to develop a visual screen for the operation?..... ☐ yes ☑ no
If yes, describe the height and width of the berms and/or the type and density of vegetation; show location on mine map.

(Crushed rock stockpiles, although not permanent, can also be used to reduce noise from the operation.)

8. EQUIPMENT AND STRUCTURES REMOVED

a) Upon final reclamation, will all structures, visual berms, equipment, and refuse be removed?..... ☑ yes ☐ no
If no, explain what will be left.

9. RECLAMATION TECHNIQUES

a) What will be done with oversized rock not used during mining?
Buried or processed & sold

b) What will be the average depth of soil replaced on the area to be reclaimed? 4

If less than 12" of topsoil is available, a substitute material may be required.

c) Will additional material be utilized as a soil substitute to complete the revegetation?..... ☐ yes ☑ no
If yes, specify type(s), amount(s), and source(s).

d) Will any waste products, such as tailings, crusher rejects, etc., be generated during mining?..... ☐ yes ☑ no
If yes, what will be done with them?

e) How will processing and stockpile sites be reclaimed? If they are to be revegetated, explain procedures which will be employed to decompact areas prior to topsoiling/seeding.
Ripped & seeded

10. REVEGETATION TECHNIQUES

a) Species to be seeded/planted by type and amount.
Grasses & trees indigenous To The area,

b) Describe method and time of year for planned planting.
Broadcast in spring

c) List fertilizers and lime to be used (include amount).

d) List type and amount of mulch or other erosion control techniques such as erosion netting.
Mulch as necessary

Vegetative survival comparable to the density of original ground cover will normally be considered acceptable.

11. RECLAMATION PROCEDURES - POST-MINE DRAINAGE CONTROL AND RECONSTRUCTION

a) During reclamation, will stream channel and/or bank stabilization and rehabilitation be necessary? ☐ yes ☑ no
If yes, attach plans. ☐ n/a

DSL *A Division of State Lands' permit is required for relocation of all perennial and some intermittent water courses.*

b) How will surface water runoff and erosion be controlled upon completion of mining? Describe and list structures that will be used.
Graded To drain & percolate into existing vegetation beyond quarry boundary

12. RECLAMATION PROCEDURES - IMPOUNDMENTS & POND DECOMMISSIONING

a) Will dewatering be required?..... ☐ yes ☑ no

b) Will it be necessary to backfill a water filled excavation pit or pond?..... ☐ yes ☑ no

c) How will settling ponds be stabilized and revegetated?

d) How will quality of imported backfill be monitored to protect groundwater quality?

Monitoring may be required to ensure groundwater protection.

13. RECLAMATION PROCEDURES - LAND SHAPING

Long continuous slopes should be avoided or broken up with surface contours, ditches, or complex slope shape.

a) What will be the:

i) -steepest above-water ***excavated*** slopes left after mining? (1½:1 is generally maximum) 1½:1

ii) -steepest above-water ***fill*** slopes left after mining? (2:1 is generally maximum) 2:1

b) What will be done to ensure the stability of excavated slopes?

Benching

c) What will be done to ensure the stability of fill slopes?

Terracing & seeding

d) Will this site be shaped or backfilled to blend in with surrounding topography? ..... ☐ yes ☑ no

14. POST-MINING WATER IMPOUNDMENT(S)

a) Number of impoundment(s) 0

b) Use of impoundment(s)

c) Total surface area in acres N/A

d) Average depth N/A

e) How much is the water level expected to fluctuate annually?

N/A

f) What will be the steepest and flattest in-water slopes left after mining? N/A

Generally 3:1 in-water slopes are the steepest allowable, except off islands. To increase potential for wetland habitat establishment, 5:1 to 20:1 slopes are needed.

g) Will shallow ponds, shorelines, or other areas conducive to wetland plant development be left?..... ☐ yes ☐ no

h) What will be the impoundment water source?

N/A

WRD *A water right for the water source may be needed from the Water Resources Department.*

i) What will be done for wildlife & fish enhancement, e.g. fish structures, islands, peninsulas, and irregular shorelines?

N/A

j) If wetlands are to be constructed, explain the methods and final configuration.

N/A

15. OTHER PERMITS

In order to assist other agencies in the review of this plan and their ability to ascertain compliance with their laws, list all permits by type and number that are held (or applications filed) for this mine site or processing equipment (such as fill/removal permits, water rights, air quality and stormwater or waste water permits).

Agency/Permit Type	Permit Number

16: LANDOWNER CONSENT

As surface or mineral rights owner, I concur with the proposed subsequent use for any mining operation and with the operating and reclamation plan as submitted. I also agree to allow access to the State Department of Geology and Mineral Industries or their contractor for reclamation of the mine site if it is declared abandoned by the Department of Geology and Mineral Industries. By my signature below, I certify that I have a legal right to sign this document.

Appropriate signatures are needed for EACH land parcel.

I CONCUR (Surface Rights)

Name (Please Print or Type) LAWRENCE C. RENNE

Signature Lawrence C Renne

Title LAND OWNER

Date JUNE 6 2004

I CONCUR (Mineral Rights):

Name (Please Print or Type) LAWRENCE C. RENNE

Signature Lawrence C Renne

Title LAND OWNER

Date JUNE 6 2004

RECEIVED
JUN 30 2004
Mined Land Reclamation

17. APPLICANT'S ACCEPTANCE

Name (Please Print or Type) Chris Coleman for Coleman T, Inc.

Signature Chris Coleman

Title Permit holder

Date 6/6/04

18. PREPARED BY (IF OTHER THAN APPLICANT)

Name (Please Print or Type) _____

Signature _____

Title _____

Company _____

Date _____

16. LANDOWNER CONSENT

As surface or mineral rights owner, I concur with the proposed subsequent use for any mining operation and with the operating and reclamation plan as submitted. I also agree to allow access to the State Department of Geology and Mineral Industries or their contractor for reclamation of the mine site if it is declared abandoned by the Department of Geology and Mineral Industries. By my signature below, I certify that I have a legal right to sign this document.

Appropriate signatures are needed for EACH land parcel.

I CONCUR (Surface Rights)

Name (Please Print or Type) H FRED MICKELSON

Signature H Fred Mickelson

Title LANDOWNER

Date 06-06-04

I CONCUR (Mineral Rights):

Name (Please Print or Type) H FRED MICKELSON

Signature H Fred Mickelson

Title LANDOWNER

Date 06-06-04

17. APPLICANT'S ACCEPTANCE

Name (Please Print or Type) Chris Coleman for Coleman T, Inc.

Signature Chris Coleman

Title Permit holder

Date 6/6/04

18. PREPARED BY (IF OTHER THAN APPLICANT)

Name (Please Print or Type) _____

Signature _____

Title _____

Company _____

Date _____

ID No. 36-0056

The Saunders Group, LLC.
701 E. Third Street
Newberg, OR 97132

Reclamation Fill Plan of Renne Quarry

31605 Wilsonville Rd.
Newberg, OR 97132

The following plan is to outline the proposed reclamation activities at the Renne Quarry.

PROCESSES

- There is existing aggregate along the north and east benches of the quarry. This aggregate will be utilized for onsite haul roads to facilitate the reclamation process. See attached area plan where this material is shown.
- The existing mine floor will not be lowered, and no new mining activities will take place.
- The area outlined on the attached area plan is the zone of proposed reclamation.
- Existing working floor will be ripped prior to placement of fill material.
- Reclamation will be completed started in the south and working north.
- Fills will be constructed to no steeper than a 2H:1V slope. Fill slopes longer than 100 linear feet will include a slope break.
- Dewatering (if needed) of the northeast corner of the existing floor will not take place without additional communication and authorizing from DOGAMI.
- After reclamation fills have reached their final determined grades, they will be reseeded to reestablish vegetation.
- Per the 2004 reclamation plan, revegetation will be done with native pasture seed and native timber trees.
- During final reclamation non-native blackberries will be cleared.

FILL MATERIAL

- Reclamation will utilize ONLY material classified as CLEAN FILL. NO SOLID WASTE will be accepted at this location.
- CLEAN FILL means "material consisting of soil, rock, concrete, brick, building block, tile or asphalt paving and does not consist of putrescible wastes, construction and demolition wastes and industrial soil wastes". "Asphalt paving must be used, be weathered material (not fresh asphalt) and consist of large, intact chunks. Ground up asphalt is not clean fill. Concrete, brick blocks or tile must be unpainted, unless the materials have been evaluated for hazardous constituents, and concentrations of those constituents are below clean fill screening levels."

- Fill quality will first be assured by the fill generator. Any generator wishing to dispose of material at the Renne quarry will need to sign an agreement acknowledging the material meets the clean fill description.
- Trained employees of the company who will be placing and grading the fill material will act as a secondary line of QA/QC. Training will include what is defined as clean fill and what is not and what examples of what each look like. All training will be documented and kept on file at the company's home office.
- The DEQ IMD regarding clean fill determinations will be used as a guide to assist in QA/QC and will be referenced in agreements with generators who dispose of material at site.
- All imported fill will be recorded and kept on file. The following information, at a minimum, will be recorded for each load: date imported, quantity, generator, and source location.
- In the event non-clean fill is suspected; trained employees will investigate immediately.
- In the event non-clean fill is placed; material will be immediately removed and transferred to an appropriate approved landfill. Any non-clean fill incident will be recorded and kept on file.

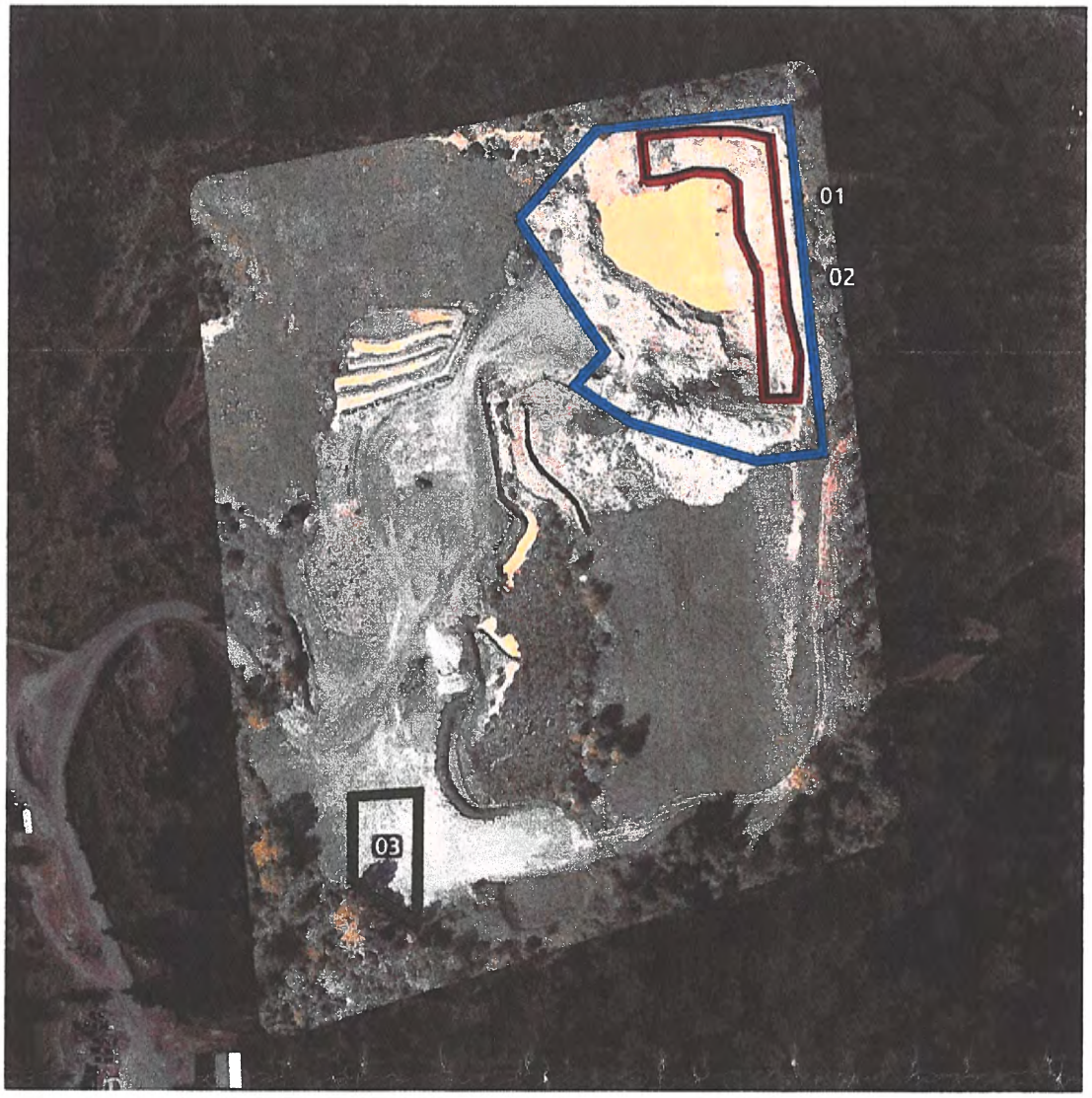
STOM WATER MANAGEMENT/EROSION CONTROL

- A new NPDES 1200-A plan based on the approved new Reclamation/Fill plan will need to be in place before commencing fill activities.
- It is anticipated that at a minimum a new sediment/settling pond will be installed on the southwest portion of the site (see attached area plan). This would be a temporary measure and addressed with the new 1200-A.

Volume Report

Renne Dumpsite

April 8th 2020, 2:58 pm



Pile #	Pile Name	Area (ft^2)	Description
03	Potential Pond	13,683	Settling
02	Reclamation Zone	147,419	Clean Fill ONLY
01	Salvaged Rock	25,781	Road Building Material ONLY

FORM No. 425—WARRANTY DEED.

KA

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STANLEY & CO., Realtors
620 EAST FIRST STREET
NEWBERG, OREGON

VOL 18 PAGE 767

KNOW ALL MEN BY THESE PRESENTS, That We, Homer A. Chamberlin and Clara W. Chamberlin, husband and wife, grantor, *in consideration of* Ten 00/100 Dollars, *to* us *paid by* Martin L. Crimmins and Edith M. Crimmins, husband and wife, an undivided one half interest, and E. O. Holter, Jr., and Lillian G. Holter, husband and wife, an undivided one half interest, grantee, *do hereby grant, bargain, sell and convey unto the said grantee* s, their *heirs and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated in the County of* Yamhill *and State of Oregon, bounded and described as follows, to-wit:*

18.70
I.R.S

PARCEL 1: The West Half of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon.

PARCEL 2: The Northwest Quarter of the Northwest Quarter of Section 26, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon.

PARCEL 3: Tract No. 30 Except the West 1 foot and Tract No. 31 Except that portion conveyed to Fred Adolf and Emil Adolf by deed recorded February 8, 1923 in Book 87, Page 359, Deed Records of Yamhill County, Oregon, ALL in CHEHALEM UPLANDS No. 2 in Yamhill County, Oregon.

PARCEL 4: The Northwest Quarter of the Southwest Quarter and Government Lot 1 in Section 26, in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon.

PARCEL 5: The Southeast Quarter of the Northwest Quarter of Section 26 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, EXCEPTING THEREFROM a strip of land conveyed by Mary Ellen Stanburrough to Yamhill County, Oregon, by Deed recorded February 9, 1935 in Book 110, Page 35, Deed Records.

PARCEL 6: An Easement for Road purposes over and across the South 20 feet of Lot 27 CHEHALEM UPLANDS No. 2 from a point that is 50 feet West of the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian, to CORRAL CREEK ROAD.

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To Have and to Hold the above described and granted premises unto the said grantee s, their heirs and assigns forever.

And we the grantor s do covenant that we are lawfully seized in fee simple of the above granted premises free from all encumbrances, EXCEPT reservations and exceptions in deed from O & C RR Co., recorded in Book 34, Page 247, and, Easement Agreement recorded in Film Volume 18, Page 160, Deed and Mortgage Records of Yamhill County, Oregon, and right of the public in portion of premises lying in roads and highways and that we will and our heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

Witness our hand s and seal s this sixth day of September, 19 61.

Homer A Chamberlin (SEAL)

Clara W. Chamberlin (SEAL)

(SEAL)

(SEAL)

STATE OF OREGON, County of Yamhill } ss.

On this sixth day of September, 19 61, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Homer A. Chamberlin and Clara W. Chamberlin, husband and wife who are known to me to be the identical individual s described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public for Oregon.

My commission expires MY COMMISSION EXPIRES: JULY 29, 1964

DOCUMENTARY 10 cents 10

WARRANTY DEED

Homer A. Chamberlin,

et ux

TO

Martin L. Crimmins, et ux, and

E. O. Holter, Jr., et ux

AFTER RECORDING RETURN TO

Stanley & Company
620 East First St.,
Newberg, Oregon

Docket No. 633

65130

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

STATE OF OREGON, County of Yamhill } ss.

I certify that the within instrument was received for record on the 18 day of Sept., 19 61, at 2:11 o'clock P M., and recorded in book on page Record of Deeds of said County.

Witness my hand and seal of County affixed.

Jack Butler
County Clerk—Recorder.

By Wanda Catt Deputy.

2 00

EXHIBIT D
Page 2 of Page 2

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LAND SALE CONTRACT

THIS CONTRACT, made and entered into this 3rd day of September, 1981, between ROBERT B. OSBORNE and RUTH A. OSBORNE, husband and wife, hereinafter referred to as the "Seller", and H. FRED MICKELSON and D. JOAN MICKELSON, husband and wife, hereinafter referred to as the "Buyer".

W I T N E S S E T H:

401237

The parties hereto agree as follows:

SALE AND DESCRIPTION:

Seller agrees to sell and Buyer agrees to purchase the following described real property in Yamhill County, Oregon, to-wit:

See Exhibit "A" attached hereto and by this reference incorporated as if fully herein set forth.

PRICE AND TERMS:

The purchase price of the property which Buyer agrees to pay is ONE HUNDRED FORTY-ONE THOUSAND THREE HUNDRED SIXTY ($141,360.00) AND NO/100 DOLLARS, together with interest on the unpaid balance at the rate of twelve (12%) percent per annum until fully paid, payable as follows:

(a) The sum of $1,000.00 as and for earnest money on the purchase price, receipt of which is hereby acknowledged by Seller;

(b) The further sum of $16,670.00 as and for additional down payment upon execution of this contract, receipt of which is hereby acknowledged by Seller; and

(c) The balance, i.e., $123,690.00, shall be paid as follows: On December 1, 1981, Buyer shall pay a sum equal to the interest accrued at twelve (12%) percent per annum from the date of this contract to December 1, 1981. Commencing on December 28, 1981, and on the 28th day of each month thereafter until December 1, 1985, Buyer shall make monthly payments of $1,272.29 including principal and interest at the rate of twelve (12%) percent per annum. Buyer shall pay an additional payment of $5,000.00 on or before March 3, 1982 in reduction of the principal balance of the contract. Buyer shall pay an additional payment of $34,000.00 on December 1, 1985 in reduction of the principal balance of the contract, and thereafter, commencing January 1, 1986, and on the 1st day of each month

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thereafter, Buyer shall make monthly payments in a sum not less than $850.00, until September 3, 1991, at which time the entire balance due hereunder, together with any and all additions thereto, if any, shall be fully due and payable.

(d) Buyer may prepay the entire balance, or any part thereof, at any time without prepayment penalty.

TAXES AND OTHER PUBLIC CHARGES:

All taxes levied against the property for the current tax year shall be prorated between Seller and Buyer as of the date of closing. The Buyer shall pay the real property taxes hereafter levied against the property annually as they become due, and shall furnish proof of payment of such taxes to Seller. Buyer agrees to assume and pay all future public liens, charges and assessments hereafter made upon said premises.

POSSESSION:

Buyer shall have the right to possession of the foregoing premises on September 1, 1981, or at date of closing, whichever later occurs.

CLOSING AND CONTRACT COLLECTION ACCOUNT:

The transaction shall be closed in escrow at Key Title & Escrow Company in Newberg, Oregon. A contract collection account will be established for the collection of payments due hererunder at United States National Bank of Oregon, Newberg Branch, Newberg, Oregon, and the cost thereof shall be shared equally by Seller and Buyer. Legal fees for preparation of this contract shall be borne by Seller.

TITLE INSURANCE:

Seller agrees at Seller's own expense and 30 days after delivery of contract to furnish unto the Buyer a policy of title insurance in the amount equal to the purchase price showing marketable title in and to said premises in the Seller as of the date of this contract, save and except the usual printed exceptions and building, zoning and other restrictions and easements now of record, if any.

MAINTENANCE AND INSURANCE:

Commencing with the possession date and thereafter at all times during the term of this contract, Buyer shall, with respect to the property, do the following:

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1. Keep all buildings, other improvements and landscape now existing or which shall hereafter be placed on the property in good condition and repair and not permit any waste or removal thereof, nor make any substantial improvements or alterations which reduce the value of the property for security purposes without the prior written consent of Seller.

2. Promptly comply with all laws, ordinances, regulations, directions, rules and requirements of all governmental authorities applicable to the use or occupancy of the property, and in this connection promptly make all required repairs, alterations and additions.

3. Keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value with loss payable first to Seller and then to Buyer as their respective interests may appear, and certificates evidencing the policies shall be delivered to Seller and shall contain a stipulation providing that coverage will not be cancelled or diminished without a minimum of ten (10) days written notice to Seller. In the event of loss, Buyer shall give immediate notice to Seller. Seller may make proof of loss if Buyer fails to do so within 15 days of the casualty.

INDEMNIFICATION:

Buyer shall indemnify and defend Seller from any claim, loss or liability arising out of or related to any activity of Buyer on the property or any condition of the property.

LIENS AND ENCUMBRANCES:

The Buyer agrees to keep the foregoing premises free from and promptly to discharge any and all liens for utilities, services, labor and materials created by the Buyer or asserted by reason of the Buyer's use, occupation or possession or contract interest in said premises.

In the event Buyer fails to pay, when due, any amounts required of Buyer to be paid to third parties hereunder on account of taxes, insurance or any other provision herein, Seller may pay any or all such amounts. If Seller makes any such payments, the amounts thereof shall be immediately due and payable. Until paid, such amounts shall

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be secured by this contract and shall bear interest at the rate of twelve (12%) percent per annum. Seller's election to make any payments pursuant to this paragraph shall not constitute a waiver of Seller's right to declare Buyer to be in default of this contract.

DEED:

Seller also agrees that when said purchase price is fully paid, and upon request and upon surrender of this contract, Seller will deliver a Warranty Deed conveying said premises in fee simple unto the Buyer, Buyer's heirs and assigns, free and clear of all encumbrances since the date of this contract, placed, permitted or arising by, through or under Seller, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the Buyer and further excepting all liens and encumbrances created by the Buyer and his assigns.

LOT RELEASE:

At such time as Buyer has paid a total of $60,000.00 principal of the purchase price as herein stated, Seller agrees to provide a deed to 20 acres, of Buyer's choice, of the real property herein described, so long as the remainder of the real property is not land-locked and there is access thereto satisfactory to Seller, and so long as this contract is not otherwise in default.

CONDEMNATION AND RISK OF LOSS:

The Buyer assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the monies received shall be paid to the Seller and applied as payment on the purchase price herein unless the Seller elects to allow the Buyer to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless Seller elects that said proceeds shall be paid to the Buyer for application on the purchase price herein.

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EXISTING ENCUMBRANCE:

The property is presently subject to a contract of sale with Martin L. Crimmins and Edith M. Crimmins, husband and wife, and E. O. Holter, Jr. and Lillian G. Holter, husband and wife, as Sellers, and Robert B. Osborne and Ruth A. Osborne, husband and wife, as Buyers, dated January 1, 1979, recorded February 28, 1979 in Book 137, Page 1206, and re-recorded May 12, 1981 in Film Volume 160, Page 1774, Deed and Mortgage Records of Yamhill County, Oregon. Buyer acknowledges receiving a copy of said contract. Seller covenants that Seller will make all payments thereunder when due and will obey all of the terms of such instrument, except as to those matters which are to be performed by Buyer under the terms of this contract. If Seller should receive notice of breach of any of the terms of such instrument, Seller shall immediately forward a copy of such notice to Buyer.

In the event Seller fails to make any payment required by Seller to be made under the terms of the aforesaid contract, Buyer may, at Buyer's option, make any or all of the payments payable to Seller hereunder directly to the sellers under the aforesaid contract until such obligation is satisfied, and any and all such payments so made shall be credited on the balance of the purchase price hereunder as though paid directly to Seller herein. However, nothing in this paragraph shall relieve Buyer from making the payments as called for in this contract. Notwithstanding anything to the contrary herein stated, Buyer shall be subject to the terms and conditions imposed upon Seller by said described existing contract between aforesaid Martin L. Crimmins and Edith M. Crimmins, and E. O. Holter, Jr. and Lillian G. Holter as sellers, and Robert B. Osborne and Ruth A. Osborne as buyers, and shall refrain from any activity upon the property or in relation thereto which would constitute a breach of said existing contract.

GUARANTEES AND REPRESENTATIONS:

The Buyer certifies that this contract of purchase is accepted and executed upon the basis of Buyer's own examination, personal knowledge of the premises and opinion of the value thereof, the extent and quantity thereof and that no attempt has been made to influence Buyer's judgment; that Buyer has examined the title insurance report dated May 15, 1981, and

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all supplements thereto, and has made all inquiries in connection therewith and as to all zoning, building, and land use matters, rules and regulations affecting the property, and is fully satisfied after conducting Buyer's own investigation as to the real property and the condition of the title thereto.

WAIVER OF CONTINGENCY AS TO WATER SUPPLY, WELL AND WATER STANDARDS:

Buyer hereby waives any contingency, as set forth in the preceding earnest money agreement between the parties and addendums thereto, as to water supply, well, or water standards of quality or quantity, and approves and accepts the real property "as is", and Buyer is thereby estopped to later assert any claims of any kind as to the existence, or lack thereof, of quality and quantity of a water supply to the property, if any. Buyer acknowledges Seller has made no representations with regard to water supply to the property of any kind.

NON-REMONSTRANCE AS TO QUARRY OPERATION:

Buyer, for themselves, and for their heirs, successors and assigns, hereby acknowledges that Seller is operating and has operated a quarry and related activities of mining on adjacent land owned and retained by Seller and that Seller has conducted and operated said quarry for a substantial length of time prior to Buyer's purchase of the real property herein described. Buyer, their heirs, successors and assigns, agree that they shall not remonstrate nor assert any claims for damages or other relief for injuries sustained by reason of or caused by said mining and quarry operation of Seller, their heirs, successors and assigns, nor as to its continuation, expansion and reclamation and as to all activities related thereto, and that Buyer, with full knowledge of said mining and quarry operation and related activities of Seller, after conducting Buyer's own inquiries in relation thereto, agree that Buyer and all of Buyer's heirs, successors and assigns, shall be fully estopped to object thereto and hereby specifically waive any and all objections to said mining and quarry operation now and in the future.

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SURVEY:

Buyer acknowledges receipt of map and report of survey conducted by R. W. Mursell & Associates, a copy of which survey is attached hereto as Exhibit "B" and incorporated herein by this reference. Buyer further acknowledges having examined the real property in relation to the survey and to the boundaries of the real property indicated by said survey and that Buyer has made all inquiries in connection therewith and accordingly approves and accepts said survey and the boundaries of the real property as determined by said survey.

ACCESS ROAD:

Buyer acknowledges having examined an access road constructed by Seller from Ladd Hill Road to the property herein sold and that Buyer has made all inquiries regarding said road and that Buyer has confirmed by sources other than from Seller that said road meets all county or other applicable standards for said road and, accordingly, approves and accepts said road "as is".

FORFEITURE AND FORECLOSURE:

In the event that Buyer shall fail to perform any of the terms of this contract, time of payment and performance being of the essence, the Seller shall, at Seller's option, subject to the requirements of notice as herein provided, have the following rights:

(a) To foreclose this contract by strict foreclosure;

(b) To declare the full unpaid balance of the purchase price immediately due and payable;

(c) To specifically enforce the terms of this contract by suit in equity;

(d) To declare this contract null and void as of the date of the breach and to retain as liquidated damages the amount of the payments theretofore made upon said premises.

If Seller exercises the option to declare this contract null and void or the option to foreclose by suit in equity, all the right, title and interest of the Buyer shall revert and revest in the Seller without any act of re-entry or without any other acts by the Seller to be performed and the Buyer agrees to peaceably surrender the premises to the Seller, or in default thereof, Buyer may, at the option of the Seller, be treated as a tenant holding over unlawfully after the expiration of a lease and may be ousted and removed as such.

Buyer shall not be deemed in default for failure to perform any

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Seller's option, as a condition of granting consent hereunder, Seller may increase the rate of interest herein provided not to exceed two and one-half (2-1/2%) percent per annum, however, such interest shall not exceed the then lawful rate permitted by law. Consent by Seller to one assignment shall not constitute consent to other transfers or waiver of this section.

ENTIRE AGREEMENT:

This document is the entire, final and complete agreement of the parties pertaining to the sale and purchase of the property herein described, and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the property herein in concerned.

NUMBER, GENDER AND CAPTIONS:

As used herein the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this contract.

TRUE AND ACTUAL CONSIDERATION:

The true and actual consideration for this transfer is $141,360.00.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first hereinabove written.

SELLERS:

Robert B. Osborne
ROBERT B. OSBORNE

Ruth A. Osborne
RUTH A. OSBORNE

BUYERS:

H. Fred Mickelson
H. FRED MICKELSON

D. Joan Mickelson
D. JOAN MICKELSON

FILM 163 PAGE 1772

STATE OF OREGON)
) ss.
County of Yamhill)

BE IT REMEMBERED, that on this 3rd day of September, 1981, before me, a Notary Public in and for said county and state, personally appeared the above-named ROBERT B. OSBORNE and RUTH A. OSBORNE who are known to me to be the identical individuals described and who acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Barbara Carlson
Notary Public for Oregon
My commission expires: 3-31-83

STATE OF OREGON)
) ss.
County of Yamhill)

BE IT REMEMBERED, that on this 3rd day of September, 1981, before me, a Notary Public in and for said county and state, personally appeared the above-named H. FRED MICKELSON and D. JOAN MICKELSON who are known to me to be the identical individuals described and who acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Barbara Carlson
Notary Public for Oregon
My commission expires: 3-31-83

STATE OF OREGON) 53.00
) ss. 08314
County of Yamhill)

I hereby certify that the within was received and duly recorded by me in Yamhill County records:

FILED
YAMHILL COUNTY, OREGON
SEP 3 3 37 PM '81

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CHARLES STERN
COUNTY CLERK
DEPUTY

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A tract of land in Sections 23 and 22, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon being described as follows: Beginning at an iron pipe with brass cap at the 1/4 Section corner between said Sections 22 and 23; thence South 89°28'50" West, 208.66 feet along the North line of Lot 30 of Chehalem Uplands No. 2 to an iron rod that is 1.00 feet Easterly from the Northwest corner of said Lot; thence South 01°00' East, 914.99 feet parallel with and 1 foot Easterly from the West line of said Lot 30 to an iron rod; thence North 89°00' East, 94.00 feet to an iron rod; thence South 48°36' East, 677.69 feet to an iron rod; thence South 15°16'50" East, 183.22 feet to an iron rod; thence North 79°24'34" East, 297.69 feet to an iron rod; thence South 77°42'30" East, 496.87 feet to an iron rod; thence South 59°33'20" East, 122.52 feet to an iron rod in the North-South centerline of the Southwest quarter of said Section 23; thence North 00°54'50" West, 355.05 feet to an iron rod at the center of said Southwest quarter and the Southwest corner of that certain tract of land described in deed to Ferris, recorded in Film Volume 88, Page 1835, Yamhill County Deed Records; thence South 89°00'50" West, 33.80 feet along the East-West centerline of said Southwest quarter to an iron rod; thence North 00°54'50" West, 1288.80 feet parallel with the West line of said Ferris tract to an iron rod 30 feet South of the North line of said Southwest quarter; thence North 89°06'40" East, 33.80 feet to the West line of said Ferris tract; thence North 00°54'50" West, 30 feet to the North line of said Southwest one-quarter; thence South 89°06'40" West, 1315.13 feet to the point of beginning.

TOGETHER WITH an easement for road purposes over and across the South 20 feet of Lot 27, Chehalem Uplands No. 2, as measured from a point that is 50 feet West of the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian, to Corral Creek Road.

ALSO TOGETHER WITH an easement for ingress, egress and utility purposes over the following described property: The North 30 feet of the following described tract: All that portion of the Northeast Quarter of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, lying South and West of the County Road as now surveyed and used.

EXHIBIT "A"
Page 1 of 1

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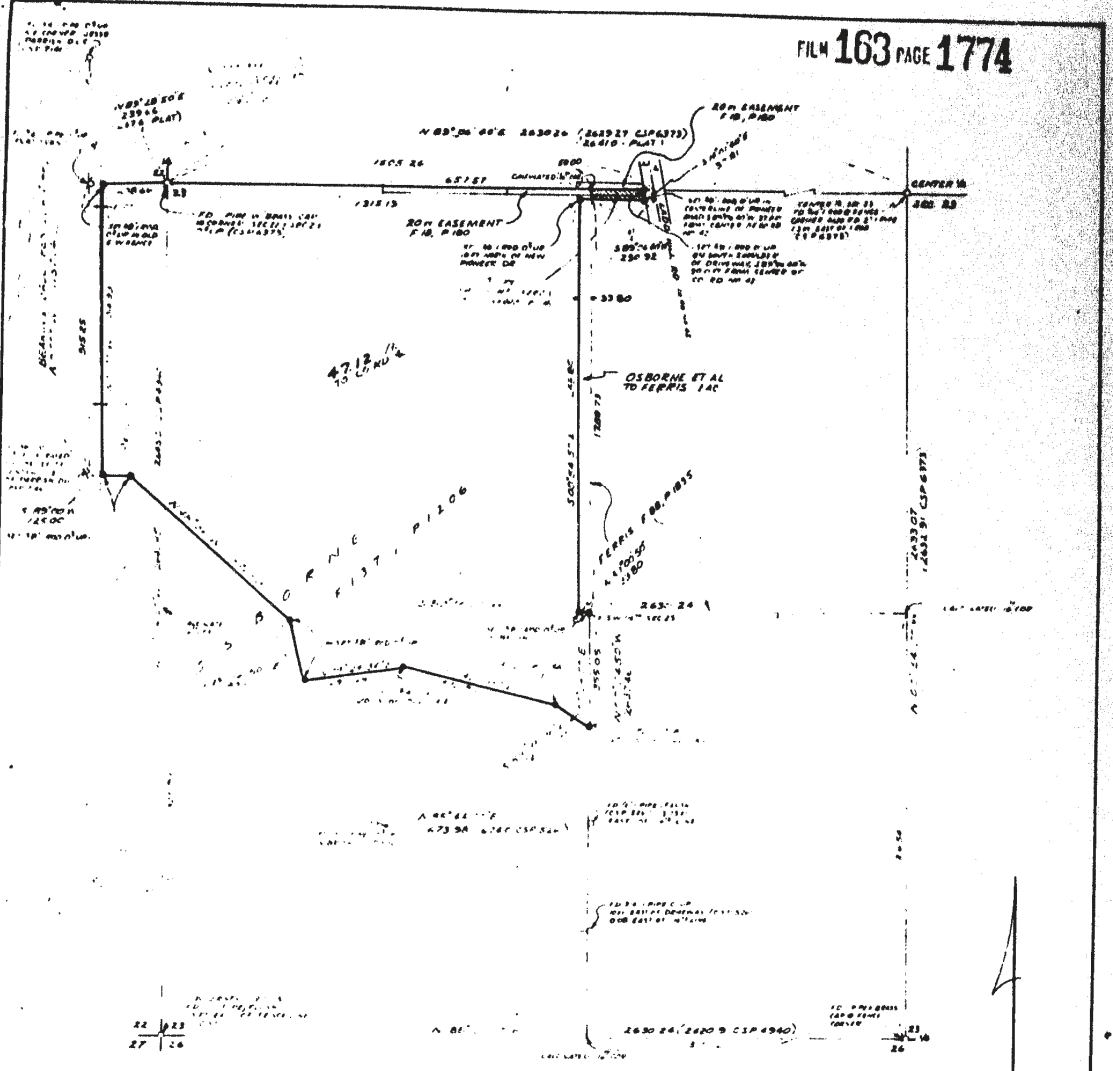

NARRATIVE : SURVEY MADE TO DIVIDE OUT APPROX 69 ACRES FROM F.V. 137 P. 1206. MONUMENT OF C.S.P. 5261 ACCEPTED AS BEST REMAINING LOCAL EVIDENCE OF S.W. CORNER OF SECTION 23. NO TRACE OF ORIGINAL BEARING TREES COULD BE FOUND. C 1/4 POST ACCEPTED AS ESTABLISHED BY C.S.P. 4373 S.W. 1/4 OF SECTION THEN DIVIDED USING THESE 2 COUNTY MONUMENTS. ALTHOUGH NO DIRECT STATEMENT IS MADE ON THE PLAT OF CHEMALEM UPLANDS NO. 2 THAT THE WEST LINE OF THE PLAT EXTENDS TO THE EAST LINE OF THE PARRISH D.L.C. I'VE DEDICATOR OF THE PLAT (GUDDAT) WHO FIRST ACQUIRED TITLE ON 16 MAR 1910, OWNED TO THE CLAIM LINE. IT IS ASSUMED FOR THIS SURVEY THAT GUDDAT PLATTED ALL OF HIS LANDS. THERE IS A SLIGHT DRIVEWAY ENCROACHMENT NEAR THE N.E. CORNER OF THIS TRACT

SURVEY OF TRACT IN THE S.W. 1/4, SEC. 23, T.3S., R.2W. YAMHILL COUNTY, OREGON

PREPARED FOR
BOB OSBORNE
RT 2, BOX 180 B
NEWBERG, OR

PREPARED BY
R. W. MURSELL & ASSOC.
Professional Land Surveyor
P.O. Box 451 Newberg Or. 97132
Tel 538 2955

1" = 200'
12 JUNE 1981
15 JULY A1

○ = MONUMENT FOUND
● = 5/8" x 30" IRON ROD SET W/ YELLOW SURVEY CAP
( ) = DATA OF RECORD

EXHIBIT "B"
Page 1 of 1

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FILM 163 PAGE 1775

CONSENT TO SALE

The undersigned MARTIN L. CRIMMINS, EDITH M. CRIMMINS, E. O. HOLTER, JR. and LILLIAN G. HOLTER do hereby consent to the contract sale by Robert B. Osborne and Ruth A. Osborne to H. Fred Mickelson and D. Joan Mickelson to which this consent is attached, and to the terms and conditions outlined therein.

Dated this 29th day of August, 1981.

Martin L. Crimmins

Edith M. Crimmins

E. O. Holter, Jr.

Lillian G. Holter

by M. L. Crimmins attorney in fact

283

60.00

ENTERED

[VOL 79 PAGE 509

FILED
STATE OF OREGON
YAMHILL COUNTY
CIRCUIT COURT
1983 MAR 14 PM 4:38
TRIAL COURT CLERK
BY

FILED

009

IN THE CIRCUIT COURT OF THE STATE OF OREGON

For the County of Yamhill

In the Matter of the Dissolution of the Marriage of

RUTH ANN OSBORNE)
Petitioner,)
)
and)
)
ROBERT B. OSBORNE)
Respondent.)

No. 82- 1734

DECREE OF ANNULMENT OR
DISSOLUTION OF MARRIAGE
BY AFFIDAVIT (Default)

The petition herein was filed on December 8, 1982 and the cause is now ready for hearing on the merits; the petitioner appearing by Affidavit, without attorney; the respondent not appearing, and it appearing that the respondent was duly served summons in Yamhill County, Oregon (state) on December 9 1982 (date served)

notwithstanding which the respondent has failed to file a general or other appearance herein and that respondent's default has been duly entered of record herein;

It further appearing that the court has jurisdiction herein, that the allegations of said petition are true and that irreconcilable differences between the parties have caused the irremediable breakdown of their marriage:

NOW, THEREFORE, IT HEREBY IS ORDERED, ADJUDGED AND DECREED that the marriage contract now subsisting between the petitioner and the respondent is dissolved; that the date on which this decree becomes finally effective to terminate the marriage relationship of the parties is April 13, 1983; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the personal property of said marriage be and remain distributed as follows:

RUTH ANN OSBORNE (name) will retain and own: all personal possessions, household goods, appliances and furniture which are in her possession at time of this disolution action, and all pets and livestock, and a 1975 Volkswagen (license #KMC 769 Oregon) automobile.

ROBERT B. OSBORNE (name) will retain and own: all personal possessions, household goods, appliances and furniture which are in his possession at the time of this disolution action, a 1975 Mercury snomobile, a 1977 Snojet snomobile, and any and all tools, vehicles and equipment related to respondents business.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the real property commonly known as _____, and legally described hereinafter, be distributed as follows: _____

FILED

The legal description of said real estate is as follows: _____

_____

_____

_____

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the liabilities and debts of the parties hereto be paid as set forth below and that each of the respective parties hereto hold the other harmless as to the recourse of the creditors on the liabilities and debts for which he or she is responsible as set forth below, and that each of the respective parties hereto hold the other harmless as to the recourse of creditors on their respective liabilities and debts of which the other was unaware at the time of the filing of the petition in this matter, or which were incurred subsequent to the filing of said petition.

Petitioner, RUTH ANN OSBORNE will pay the creditors and obligations listed below:

Name of Creditor	Address of Creditor	Security on Debt or Type of Debt	Balance Owing	As of (Date)

Respondent, ROBERT B. OSBORNE will pay the creditors and obligations listed below:

Name of Creditor	Address of Creditor	Security on Debt or Type of Debt	Balance Owing	As of (Date)
Clackamas Co. Bank	P.O. Box 58 Sandy, Or.	business equipment	$37,612.38	12/6/82
Commercial Bank	112 N. College Newberg, Or.	vehicle	6939.23	12/6/82

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Commencing with the incomes earned in the year 1982, each of the parties hereto shall file separate income tax returns and pay all income taxes due on their separate incomes.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that ROBERT B. OSBORNE will assume all obligations, personal property taxes, payroll taxes and expenses incurred in the course of his business operations owing at the time of this disolution action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Each minor childs medical, dental and optical expenses untill each such child attains the age of 18 or is no longer a full time student, which ever is last, be paid by the respondent.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the care, custody and control of the child(ren) listed below be awarded as follows:

Name of Child	Person to be Awarded Care, Custody & Control
JILL MICHELLE OSBORNE	RUTH ANN OSBORNE
RONALD BRYCE OSBORNE	RUTH ANN OSBORNE

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the non-custodial parent shall have the right to visit said minor child(ren) at all reasonable times upon giving reasonable notice to the custodial parent and to visit said minor child(ren) more specifically as follows:

Any reasonable and seasonable time mutually agreed upon by said childern.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that starting on December 15, 1982 and continuing on the 15 day of each month thereafter, ROBERT B. OSBORNE should pay to RUTH ANN OSBORNE through the Willamette Savings account number [redacted]0682, established in the name of RUTH ANN OSBORNE, for each of said minor child(ren) which are not in his custody, the sum of $200. per each such said child per month for support and maintenance until each such child attains legal age or is emancipated or enters the military or until further order of the court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that RUTH ANN OSBORNE may claim dependency exemptions on her separate tax returns in respect to her support of said minor childern, beginning with the tax year 1982.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Each of the parties hereto be given title to whatever personal property is in their respective possession at the time of the signing of the petition in this matter.

The addresses, ages and wage earner social security account numbers of the parties hereto are:

Petitioner: Age 35
Residence or
Legal Address Rt. 2 Box 182
P.O. Box 829 Newberg, Oregon
SS Account Number [redacted]-8509

Respondent: Age 36
Residence or
Legal Address P.O. Box 363
Newberg, Oregon
SS Account Number [redacted]-3314

Date of their Marriage June 12, 1965 Place of their Marriage Portland, Ore.

All former legal names and the maiden name of the wife are: SPANI

The name and ages of the children of the marriage are:

JILL MICHELLE OSBORNE age 17, RONALD BRYCE OSBORNE age 14

DATED at _____, Oregon, this 14th day of March, 1983

Judge

Presented by RUTH ANN OSBORNE, Pro Per

Address P.O. Box 829 Newberg, Oregon 97132

Telephone Number 538-5771

FILM 175 PAGE 1484

LAND SALE CONTRACT

THIS CONTRACT, made and entered into this 15TH day of MARCH, 1983, between ROBERT B. OSBORNE, hereinafter referred to as the "Seller", and H. FRED MICKELSON and D. JOAN MICKELSON, husband and wife, hereinafter referred to as the "Buyer".

W I T N E S S E T H:

The parties hereto agree as follows:

SALE AND DESCRIPTION:

Seller agrees to sell and Buyer agrees to purchase the following described real property in Yamhill County, Oregon, to-wit:

See Exhibit "A" attached hereto and by this reference incorporated as if fully herein set forth.

PRICE AND TERMS:

The purchase price of the property which Buyer agrees to pay is EIGHTY-ONE THOUSAND SIX HUNDRED AND NO/100 DOLLARS, ($81,600.00) together with interest on the unpaid balance at the rate of eleven percent per annum (11%) until fully paid, payable as follows:

(a) The sum of $10,000.00 as an initial payment on the purchase price, upon execution of this contract, receipt of which is hereby acknowledged by Seller:

(b) The further sum of $5,000.00 as and for an additional principal payment on June 30, 1983; and

(c) The balance of the purchase price shall be paid as follows:

~~All interest accruing from date of closing until date of first payment of December 28, 1985, shall be compounded annually on December 28th of each year and added to the principal balance of the contract and shall bear interest at eleven (11%) per annum until paid~~.

Commencing on December 28, 1985, and on the 28th day of each month thereafter until January 1, 1996, Buyer shall make monthly payments of $ 639.27 including principal and interest at the rate of eleven (11) percent per annum.

Notwithstanding anything to the contrary hereinabove, on January 2, 1996, the entire balance due hereunder, together with any and all additions thereto, if any, shall be fully due and payable.

(d) Buyer may prepay the entire balance, or any part thereof, at any time without prepayment penalty.

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TAXES AND OTHER PUBLIC CHARGES:

All taxes levied against the property for the current tax year shall be prorated between Seller and Buyer as of the date of closing. Any taxes unpaid at the time of closing shall be paid from the initial payment as called for hereinabove. The Buyer shall pay the real property taxes hereafter levied against the property annually as they become due, and shall furnish proof of payment of such taxes to Seller. Buyer agrees to assume and pay all future public liens, charges and assessments hereafter made upon said premises.

POSSESSION:

Buyer shall have the right to possession of the foregoing premises one day after closing.

CLOSING AND CONTRACT COLLECTION ACCOUNT:

A contract collection account will be established for the collection of payments due hereunder in time to receive the first monthly payment due December 28, 1985, at a place mutually agreed upon by Buyer and Seller and the cost thereof shall be shared equally by Seller and Buyer. Legal fees for preparation of this contract shall be borne by Seller.

TITLE INSURANCE:

Seller agrees at Seller's own expense and 30 day after delivery of contract to furnish unto the Buyer a policy of title insurance in the amount equal to the purchase price showing marketable title in and to said premises in the Seller as of the date of this contract, save and except the usual printed exceptions and building, zoning and and other restrictions and easements now of record, if any.

MAINTENANCE AND INSURANCE:

Commencing with the possession date and thereafter at all times during the term of this contract, Buyer shall, with respect to the property, do the following:

1. Keep all buildings, other improvements and landscape now existing or which shall hereafter be placed on the property in good condition and repair and not permit any waste or removal thereof, nor make any substantial improvements or alterations which reduce the value of the property for security purposes without the prior written consent of Seller.

2. Promptly comply with all laws, ordinances, regulations, directions, rules and requirements of all governmental authorities applicable to the use or occupancy of the property, and in this connection promptly make all required repairs, alterations and

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additions.

3. Keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value with loss payable first to Seller and then to Buyer as their respective interests may appear, and certificates evidencing the policies shall be delived to Seller and shall contain a stipulation providing that coverage will not be cancelled or diminished without a minimum of ten (10) days written notice to Seller. In the event of loss, Buyer shall give immediate notice to Seller. Seller may make proof of loss if Buyer fails to do so within 15 days of the casualty.

INDEMNIFICATION:

Buyer shall indemnify and defend Seller from any claim, loss or liability arising out of or related to any activity of Buyer on the property or any condition of the property.

LIENS AND ENCUMBRANCES:

The Buyer agrees to keep the foregoing premises free from and promptly to discharge any and all liens for utilities, services, labor and materials created by the Buyer or asserted by reason of the Buyer's use, occupation or possession or contract interest in said premises.

In the event Buyer fails to pay, when due, any amounts required of Buyer to be paid to third parties hereunder on account of taxes, insurance or any other provision herein, Seller may pay any or all such amounts. If Seller makes any such payments, the amounts of thereof shall be immediately due and payable. Until paid, such amounts shall be secured by this contract and shall bear interest at the rate of eleven (11%) percent per annum. Seller's election to make any payments pursuant to this paragraph shall not constitute a waiver of Seller's right to declare Buyer to be in default of this contract.

DEED:

Seller also agrees that when said purchase price is fully paid, and upon request and upon surrender of this contract, Seller will deliver a Warranty Deed conveying said premises in fee simple unto the Buyer, Buyer's heirs and assigns, free and clear of all encumbrances since the date of this contract, placed, permitted or arising by, through or under Seller, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the Buyer and further excepting all liens and encumbrances created by the Buyer and his assigns.

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CONDEMNATION AND RISK OF LOSS:

The Buyer assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; estate is taken for public use, the monies received shall be paid to improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless Seller elects that said proceeds shall be paid to the Buyer for application on the purchase price herein.

EXISTING ENCUMBRANCE:

The property is presently subject to a contract of sale with Martin L. Crimmins and Edith M. Crimmins, husband and wife, and E. O. Holter, Jr. and Lillian G. Holter, husband and wife, as Sellers, and Robert B. Osborne and Ruth A. Osborne, husband and wife, as Buyers, dated January 1, 1979, recorded February 28, 1979 in Book 137, page 1206, Records of Yamhill County, Oregon. Seller covenants that Seller will make all payments thereunder when due and will obey all of the terms of such instrument, except as to those matters which are to be performed by Buyer under the terms of this contract. If Seller should receive notice of breach of any of the terms of such instrument, Seller shall immediately forward a copy of such notice to Buyer.

In the event Seller fails to make any payment required by Seller to be made under the terms of the aforesaid contract, Buyer may, at Buyer's option, make any or all of the payments payable to Seller hereunder directly to the sellers under the aforesaid contract until such obligation is satisfied, and any and all such payments so made shall be credited against the payment then due or to become due as called for in this contract as though paid directly to Seller herein. However, nothing in this paragraph shall relieve Buyer from paying the full purchase price as required herein. Notwithstanding anything to the contrary herein stated, Buyer shall be subject to the terms and conditions imposed upon Seller by said described existing contract between aforesaid Martin L. Crimmins and Edith M. Crimmins, and E. O. Holter, Jr., and Lillian G. Holter as sellers, and Robert B. Osborne as buyer, and shall refrain from any activity upon the property or in relation thereto which would constitute a breach of said existing contract.

GUARANTEES AND REPRESENTATIONS:

The Buyer certifies that this contract of purchase is accepted and executed upon the basis of Buyer's own examination and personal knowledge of the premises and opinion of the value thereof, the extent and quantity thereof and that no attempt has been made to influence Buyer's judgment, that no representations as to the condition, extent or quantity of said premises have been made by the Seller; and that Buyer has examined the title insurance report No. 21-401936 from Key

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Escrow dated February 11, 1983, and has made all inquires in connection therewith and as to all zoning, building, and land use matters, rules and regulations affecting the property, and is fully satisified after conducting Buyer's own investigation as to the real property and the condition of the title thereto.

NON-REMONSTRANCE AS TO QUARRY OPERATION:

Buyer, for themselves, and for their heirs, successors and assigns, hereby acknowledges that Seller is operating and has operated a quarry and related activities of mining on adjacent land owned and retained by Seller and that Seller has conducted and operated said quarry for a substantial length of time prior to Buyer's purchase of the real property herein described. Buyer, their heirs, successors and assigns, agree that they shall not remonstrate nor assert any claims for damages or other relief for injuries sustained by reason of or caused by said mining and quarry operation of Seller, their heirs, successors and assigns, nor as to its continuation, expansion and reclamation and as to all activities related thereto, and that Buyer, with full knowledge of said mining and quarry operation of Seller, their heirs, successors and assigns, nor as to its continuation, expansion and reclamation and as to all activities related thereto, and that Buyer, with full knowledge of said mining and quarry operation and related activities of Seller, after conducting Buyer's own inquiries in relation thereto, agree that Buyer and all of Buyer's heirs, successors and assigns, shall be fully estopped to object thereto and hereby specifically waive any and all objections to said mining and quarry operation now and in the future.

Buyer also acknowledges that Seller has filed a reclamation plan with the Department of Geology, State of Oregon. Buyer also acknowledges that approximately 5 acres on the western portion of the real property herein being sold by Seller to Buyer is subject to and incorporated in said quarry operation of Seller and to the reclamation plan filed with the State of Oregon. Buyer agrees that Seller shall be entitled to the exclusive use and benefits of the gravel located on said 5 acres (approximate) pursuant to the said reclamation plan without cost, offset, payment or liability to Buyer, their heirs and assigns.

SURVEY:

Buyer acknowledges receipt of map and report of survey conducted by R. W. Murcell & Associates, a copy of which survey is attached hereto as Exhibit "B" and incorporated herein by this reference. Buyer further acknowledges having examined the real property in relation to the survey and to the boundaries of the real property indicated by said survey and that Buyer has made all inquires in connection therewith and accordingly approves and accepts said survey and the boundaries of the real property as determined by said survey.

FORFEITURE AND FORECLOSURE:

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In the event that Buyer shall fail to perform any of the terms of this contract, time of payment and performance being of the essence, the Seller shall, at Seller's option, subject to the requirements of notice as herein provided, have the following rights:

(a) To foreclose this contract by strict foreclosure;

(b) To declare the full unpaid balance of the purchase price immediately due and payable;

(c) To specifically enforce the terms of this contract by suit in equity.

(d) To declare this contract null and void as of the date of the breach and to retain as liquidated damages the amount of the payments theretofore made upon said premises.

If Seller exercises the option to declare this contract null and void or the option to foreclose by suit in equity, all the right, title and interest of the Buyer shall revert and revest in the Seller without any act of re-entry or without any other acts by the Seller to be performed and the Buyer agrees to peaceably surrender the premises to the Seller, or in default thereof, Buyer may, at the option of Seller, be treated as a tenant holding over unlawfully after the expiration of a lease and may be ousted and removed as such.

Buyer shall not be deemed in default for failure to perform any covenant or condition of this contract, other than the failure to make payments as provided for herein, until notice of said default has been given by Seller to Buyer and Buyer shall have failed to remedy said default within 30 days after the giving of notice.

If the Buyer shall fail to make payments as herein provided and said failure shall continue for more than thirty (30) days after the payment becomes due, Buyer shall be deemed in default and Seller shall not be obliged to give notice to Buyer of a declaration of said default.

ATTORNEY'S FEES:

In the event suit or action shall be brought by either of the parties hereto for the enforcement of any of the covenants or conditions of either of the parties to be kept or performed, or in case suit or action is instituted by the Seller to foreclose this contract, the parties agree to pay to the successful party in such litigation, such sum as the Court may adjudge reasonable as attorney's fees to be allowed the successful party in such suit or action, including any appeal therefrom.

NOTICES:

Notice for all the purposes of this contract shall be deemed to have been given by the deposit in the mails of a certified letter containing said notice and addressed to: ROBERT B. OSBORNE, PO BOX 368 NEWBERG, OREGON 97132 with respect to the Seller, and to: HERB AND DIAN NICKERSON, 19914 OSBORNE DRIVE YORBA LINDA, CALIFORNIA, 92686 with respect to the Buyer.

WAIVER OF PROVISIONS:

The failure on the part of the Seller at any time to require performance by the Buyer of any provision hereof shall in no way affect Seller's right hereunder to enforce the same nor shall any waiver by said Seller or any breach of any provision hereof be held to be a waiver of any provision itself, or a waiver as to any future breaches.

RESTRICTION OF SALE OR ASSIGNMENT:

Buyer shall not sell, encumber, pledge, alienate or assign this contract or Buyer's interest in the real property herein described either voluntarily or involuntarily without the prior written consent of the Seller. At Seller's option, as a condition of granting consent hereunder, Seller may increase the rate of interest herein provided not to exceed two and one-half (2 1/2) percent per annum, however, such interest shall not exceed the then lawful rate permitted by law. Consent by Seller to one assignment shall not constitute consent to other transfers or waiver of this section:

ENTIRE AGREEMENT:

This document is the entire, final and complete agreement of the parties pertaining to the sale and purchase of the property herein described, and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the property herein is concerned.

NUMBER, GENDER AND CAPTIONS:

As used herein the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this contract.

TRUE AND ACTUAL CONSIDERATION:

The true and actual consideration for this transfer is $81,600.00.

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IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first hereinabove written.

SELLERS:

Robert B. Osborne
ROBERT B. OSBORNE

BUYERS:

H. Fred Mickelson
H. FRED MICKELSON

D. John Mickelson
D. JOHN MICKELSON

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DESCRIPTION SHEET

PARCEL 1:

The West Half of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon.

EXCEPTING THEREFROM the following:

(a) That portion conveyed to Arlo Duane Suket by deed recorded September 5, 1967 in Film Volume 61, Page 517, Deed and Mortgage Records.

(b) That portion conveyed to Richard F. Inloes, et ux., by deed recorded April 1, 1968 in Film Volume 67, Page 26, and re-recorded April 11, 1968 in Film Volume 67, Page 237, Deed and Mortgage Records.

(c) That portion conveyed to Donnell W. Martin by deed recorded October 4, 1977 in Film Volume 123, Page 1404, Deed and Mortgage Records.

ALSO EXCEPTING THEREFROM the following described tract:

Beginning at a point that is 30 feet South from the Northeast corner of the West Half of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon; thence South along the East line of the West Half of the Southwest Quarter of said Section 23, 1290 feet; thence West 33.8 feet; thence North parallel with the said East line of the West Half of the Southwest Quarter, 1290 feet; thence East 33.8 feet to the point of beginning.

PARCEL 2:

Tract No. 30, EXCEPT the West 1 foot and Tract No. 31, EXCEPT that portion conveyed to Fred Adolf and Emil Adolf by deed recorded February 8, 1923 in Book 87, Page 359, Deed Records of Yamhill County, Oregon. All in CHEHALEM UPLANDS NO. 2 in Yamhill County, Oregon.

EXCEPTING from the above described Parcels 1 and 2 that tract of land conveyed to H. Fred Mickelson and D. Joan Mickelson, husband and wife by Contract recorded September 3, 1981 in Film Volume 163, Page 1763, Records of Yamhill County.

EXHIBIT "A"

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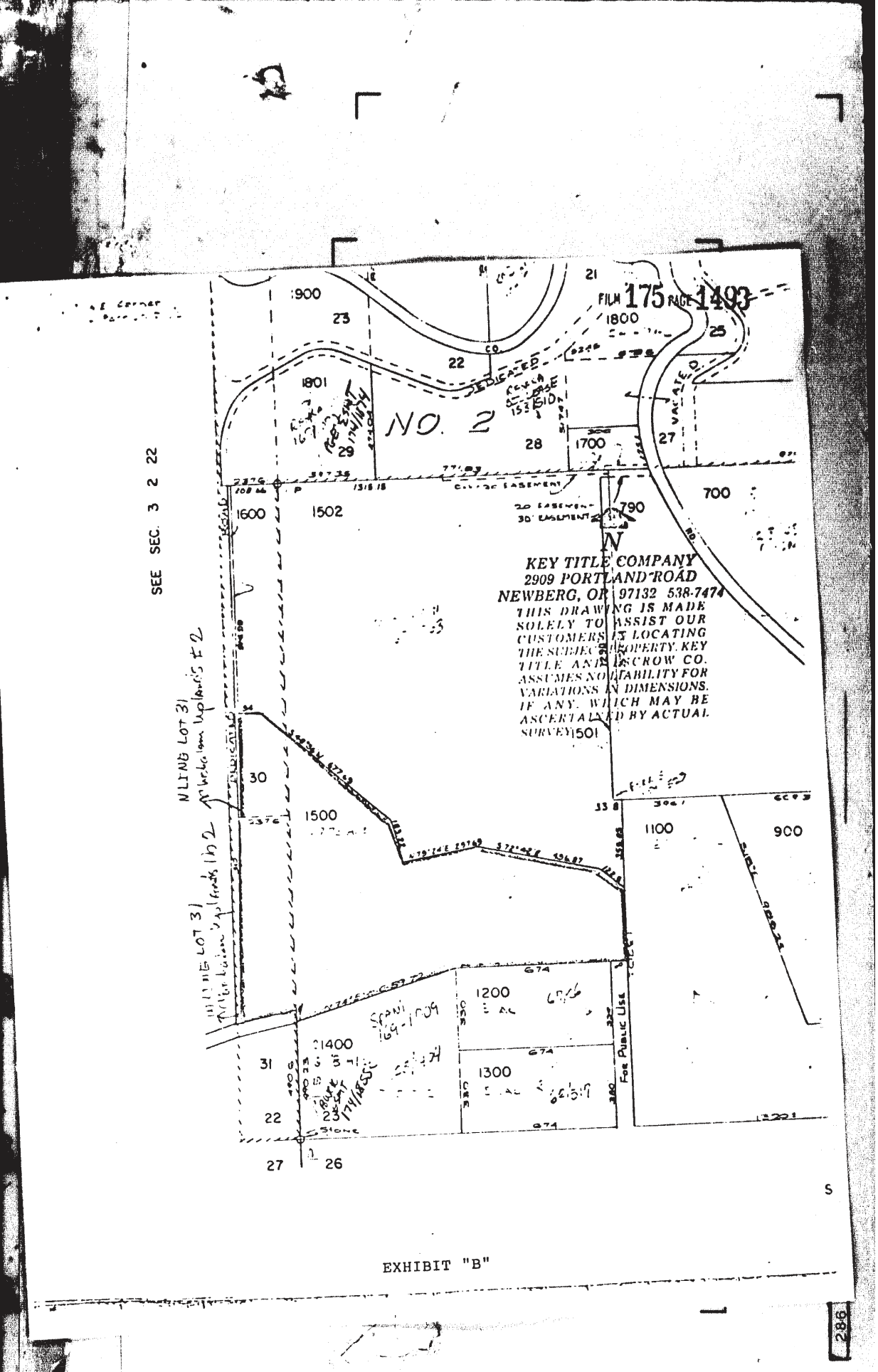
FILM 175 PAGE 1493
NO. 2
SEE SEC. 3 2 22
KEY TITLE COMPANY
2909 PORTLAND ROAD
NEWBERG, OR 97132 538-7474
THIS DRAWING IS MADE SOLELY TO ASSIST OUR CUSTOMERS IN LOCATING THE SUBJECT PROPERTY. KEY TITLE AND ESCROW CO. ASSUMES NO LIABILITY FOR VARIATIONS IN DIMENSIONS, IF ANY, WHICH MAY BE ASCERTAINED BY ACTUAL SURVEY
DEDICATED
VACATED
For Public Use
1900
1800
1801
1700
1600
1502
1501
1500
1400
1300
1200
1100
900
700
790
EXHIBIT "B"

FILM 175 PAGE 1494

STATE OF OREGON)
) ss.
County of Yamhill)

BE IT REMEMBERED, that on this 15th day of March, 1983, before me, a Notary Public in and for said county and state, personally appeared the above-named ROBERT B. OSBORNE who is known to me to be the identical individual described and who acknowledged the foregoing instrument to be his voluntary act and deed.

Before me: Gloria F. Banks
Notary Public for Oregon
My commission expires: 6-24-85

STATE OF OREGON)
) ss.
County of Yamhill)

BE IT REMEMBERED, that on this 15th day of March, 1983, before me, a Notary Public in and for said county and state, personally appeared the above-named H. FRED MICKELSON and D. JOAN MICKELSON who are known to me to be the identical individuals described and who acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Gloria F. Banks
Notary Public for Oregon
My commission expires: 6-24-85

INDEXED

01600 49.50 FILED
YAMHILL COUNTY, OREGON

STATE OF OREGON)
) ss.
County of Yamhill)

MAR 15 9 51 AM '83

I hereby certify that the within was received and duly recorded by me in Yamhill County records:

CHARLES STERN
COUNTY CLERK
Klmstie DEPUTY

VOL. 175 Page 1489

Robert osborne

286

FILM 175 PAGE 1495

CONSENT TO SALE

The undersigned MARTIN L CRIMMINS, EDITH M. CRIMMINS. E. O. HOLTER, JR., and LILLIAN G. HOLTER do hereby consent to the contract sale by Robert B. Osborne to H. Fred Mickelson and D. Joan Mickelson to which this consent is attached, and to the terms and conditions outlined therein.

Dated this 13th day of March, 1983.

Martin L. Crimmins
Martin L. Crimmins

Edith M. Crimmins
Edith M. Crimmins

E. O. Holter, Jr. deceased
Lillian G. Holter
E. O. Holter, Jr.

Lillian G. Holter, a widow
by M. L. Crimmins, attorney in fact.

288

ASSIGNMENT OF CONTRACT INTEREST FILM 168 PAGE 1720

I, EDITH M. CRIMMINS, in consideration of love and affection, do hereby give and transfer to my husband, MARTIN L. CRIMMINS, all my right, title and interest as vendor in that certain real property sale agreement dated January 1, 1979, between Martin L. Crimmins and the undersigned, husband and wife, and E. O. Holter, Jr., and Lillian G. Holter, husband and wife, as Sellers, and Robert B. Osborne and Ruth A. Osborne, husband and wife, as Buyers, covering land in Yamhill County, Oregon, and recorded in Book 160, at Page 1774, of the Real Property Records of Yamhill County, and I convey to said Martin L. Crimmins all my right, title and interest in and to the real property described in said contract of sale.

DATED this 5th day of April, 1982.

Edith M. Crimmins
Edith M. Crimmins

STATE OF OREGON)
COUNTY OF MULTNOMAH) SS

On this 5th day of April, 1982, before me, a notary public in and for said county and state, personally appeared the within-named EDITH M. CRIMMINS, to me known to be the identical person described in and who executed the foregoing instrument, and acknowledged to me that she executed the same freely and voluntarily for the uses and purposes therein stated.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal the date first hereinabove written.

Notary Public for Oregon
My commission expires: 3-19-86

NOTARY PUBLIC STATE OF OREGON

BOARD OF COUNTY COMMISSIONERS STATE OF OREGON

02265 5.00

STATE OF OREGON)
) ss.
County of Yamhill)

I hereby certify that the within was received and duly recorded by me in Yamhill County records:

VOL. 408 Page 1720
Ret Miller, Nash, Weiss et al

FILED
APR 13 10 40 AM

EXHIBIT H
Page 1 of Page 1

FORM No. 723—BARGAIN AND SALE DEED (Individual or Corporate).

STEVENS-NESS LAW PUB. CO., PORTLAND, OR. 97204

OA

BARGAIN AND SALE DEED

VOL 188 PAGE 421

KNOW ALL MEN BY THESE PRESENTS, That ROBERT B. OSBORNE *, hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto* QUADCO ROCK & PAVING, INC. *, hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of* Yamhill *, State of Oregon, described as follows, to-wit:*

See Exhibit A

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is $ 90,000.00 *①However, the actual consideration consists of or includes other property or value given or promised which is the whole part of the consideration (indicate which).① (The sentence between the symbols①, if not applicable, should be deleted. See ORS 93.030.)*

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 6 *day of* August *, 19* 84 *; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.*

Robert B. Osborne

Robert B. Osborne

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

STATE OF OREGON, County of Yamhill) ss.

The foregoing instrument was acknowledged before me this 6 *day of* August *, 19* 84 *, by* Robert B. Osborne *.*

Notary Public for Oregon

My commission expires: 10-7-84

(SEAL)

(ORS 194.570)

STATE OF OREGON, County of .....) ss.

The foregoing instrument was acknowledged before me this ....., 19....., by ....., president, and by ....., secretary of ....., a ..... corporation, on behalf of the corporation.

Notary Public for Oregon

My commission expires:

(SEAL)

(If executed by a corporation, affix corporate seal)

ROBERT B. OSBORNE

GRANTOR'S NAME AND ADDRESS

QUADCO ROCK & PAVING, INC.

GRANTEE'S NAME AND ADDRESS

After recording return to:

Brown & Tarlow, P.C., Attorneys at Law
P. O. Box 69
Newberg, Oregon 97132
NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

Quadco Rock & Paving, Inc.
P.O. Box 679
Newberg, OR 97132
NAME, ADDRESS, ZIP

STATE OF OREGON, County of .....) ss.

05771

FILED
YAMHILL COUNTY, OREGON

I hereby certify that the within was received and duly recorded by me in Yamhill County records:

1984 AUG -6 PM 3:49

CHARLES STERN
COUNTY CLERK

VOL. 188 Page 421

By ..... Deputy

EXHIBIT A

TRACT 1: A tract of land in Sections 23 and 22, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon, being described as follows: Beginning at an iron pipe with brass cap at the ¼ Section corner between said Sections 22 and 23; thence South 89°28'50" West, 208.66 feet along the North line of Lot 30 of Chehalem Uplands No. 2 to an iron rod that is 1.00 feet Easterly from the Northwest corner of said Lot; thence South 01°00' East, 914.99 feet parallel with and 1 foot Easterly from the West line of said Lot 30 to an iron rod; thence North 89°00' East, 94.00 feet to an iron rod; thence South 48°36' East, 677.69 feet to an iron rod; thence South 15°16'50" East, 183.22 feet to an iron rod; thence North 79°24'34" East, 297.69 feet to an iron rod; thence South 77°42'30" East, 496.87 feet to an iron rod; thence South 59°33'20" East, 122.52 feet to an iron rod in the North-South centerline of the Southwest quarter of said Section 23; thence North 00°54'50" West, 355.05 feet to an iron rod at the center of said Southwest quarter and the Southwest corner of that certain tract of land described in deed to Ferris, recorded in Film Volume 88, Page 1835, Yamhill County Deed Records; thence South 89°00'50" West, 33.80 feet along the East-West centerline of said Southwest quarter to an iron rod; thence North 00°54'50" West, 1288.80 feet parallel with the West line of said Ferris tract to an iron rod 30 feet South of the North line of said Southwest quarter; thence North 89°06'40" East, 33.80 feet to the West line of said Ferris tract; thence North 00°54'50" West, 30 feet to the North line of said Southwest one-quarter; thence South 89°06'40" West, 1315.13 feet to the point of beginning.

TOGETHER WITH an easement for road purposes over and across the South 20 feet of Lot 27, Chehalem Uplands No. 2, as measured from a point that is 50 feet West of the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian, to Corral Creek Road.

ALSO TOGETHER with an easement for ingress, egress and utility purposes over the following described property: The North 30 feet of the following described tract: All that portion of the Northeast Quarter of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, lying South and West of the County Road as now surveyed and used.

TRACT 2:

Parcel 1: The West Half of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon.

EXCEPTING therefrom the following:

(a) That portion conveyed to Arlo Duane Suket by deed recorded September 5, 1967, in Film Volume 61, Page 517, Deed and Mortgage Records.

(b) That portion conveyed to Richard F. Inloes, et ux., by deed recorded April 1, 1968, in Film Volume 67, Page 26, and re-recorded April 11, 1968, in Film Volume 67, Page 237, Deed and Mortgage Records.

(c) That portion conveyed to Donnell W. Martin by deed recorded October 4, 1977, in Film Volume 123, Page 1404, Deed and Mortgage Records.

ALSO EXCEPTING THEREFROM the following described tract:

Beginning at a point that is 30 feet South from the Northeast corner of the West Half of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon; thence South along the East line of the West Half of the Southwest Quarter of said Section 23, 1290 feet; thence West 33.8 feet; thence North parallel with the said East line of the West Half of the Southwest Quarter, 1290 feet; thence East 33.8 feet to the point of beginning.

Parcel 2: Tract No. 30, Except the West 1 foot and Tract No. 31, Except that portion conveyed to Fred Adolf and Emil Adolf by Deed recorded February 8, 1923, in Book 87, Page 359, Deed Records of Yamhill County, Oregon, All in CHEHALEM UPLANDS NO. 2 in Yamhill County, Oregon.

SUBJECT to real estate contract between Martin L. Crimmins and Edith M. Crimmins, husband and wife, and E. O. Holter, Jr and Lillian G. Holter, husband and wife, as vendors, and Robert B. Osborne et ux as vendee, which deed was dated January 1, 1979, and recorded in Film Volume 137, Page 1206, Deed and Mortgage Records for Yamhill County, Oregon. The terms of this contract are hereby incorporated by thie reference and grantee herein agrees to pay all sums due under the contract and to comply with all of its terms and to indemnify and save and hold harmless grantor therefrom.

FURTHER SUBJECT to contract of sale by Robert B. Osborne et ux as vendor and H. Fred Mickelson and D. Joan Mickelson, husband and wife, as vendee; which contract was recorded on September 3, 1981, in Film Volume 163, Page 1763 in Deed and Mortgage Records for Yamhill County, Oregon; and further SUBJECT to contract of sale between Robert B. Osborne et ux as vendor and H. Fred Mickelson and D. Joan Mickelson, husband and wife, as vendee, which was recorded on March 15, 1983, in Film Volume 175, Page 1484, Deed and Mortgage Records for Yamhill County, Oregon.

By virtue of this conveyance, grantor does hereby assign and transfer all of grantor's vendor's interest in the two Mickelson contracts identified above.

4-18-86

FORM No. 851—ASSIGNMENT OF REAL ESTATE CONTRACT by Vendee-Buyer. STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR. 97204

Assignment of Contract

1986 APR 18 AM 11: 05 F202P1568

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, for the consideration hereinafter stated, has sold and assigned and hereby does grant, bargain, sell, assign and set over unto QUADCO ROCK & PAVING, INC. his heirs, successors and assigns, all of the vendee's right, title and interest in and to that certain contract for the sale of real estate dated January 1, 19 79, between MARTIN L. CRIMMINS and EDITH M. CRIMMINS, husband & wife and E.O. HOLTER, JR. and LILLIAN G. HOLTER, husband and wife as seller and ROBERT B. OSBORNE as buyer, which contract is recorded in the Deed* Miscellaneous* Records of Yamhill County, Oregon, in book/reel/volume No. 137 at page 1206 thereof, or as document/fee/file/instrument/microfilm No. (indicate which), (reference to said recorded contract hereby being expressly made), together with all of the right, title and interest of the undersigned in and to the real estate described therein; the undersigned hereby expressly covenants with and warrants to the assignee above named that the undersigned is the owner of the vendee's interest in the real estate described in said contract of sale and that the unpaid balance of the purchase price thereof is not more than $ with interest paid thereon to , 19; further, upon compliance by said assignee with the terms of said contract, the undersigned directs that conveyance of said real estate be made and delivered to the order of said assignee.

The true and actual consideration paid for this transfer, stated in terms of dollars, is $ 10.00 ☐ However, the actual consideration consists of or includes other property or value given or promised which is ☐ part of the whole consideration (indicate which). ⓞ

In construing this assignment, it is understood that if the context so requires, the singular shall be taken to mean and include the plural, the masculine shall include the feminine and the neuter and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to one or more individuals and/or corporations.

IN WITNESS WHEREOF, the undersigned assignor has hereunto set his hand; if the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal to be affixed hereunto by its officers duly authorized thereunto by order of its board of directors.

DATED: April 15, 19 86

Robert B. Osborne

Robert B. Osborne

(If executed by a corporation, affix corporate seal.)

STATE OF OREGON, County of Yamhill } ss.

April 15, 19 86

Personally appeared the above named Robert B. Osborne and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

(OFFICIAL SEAL) Notary Public for Oregon

My commission expires: 10-6-86

STATE OF OREGON, County of) ss.

, 19

Personally appeared and who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of , a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

(OFFICIAL SEAL) Notary Public for Oregon

My commission expires:

*Strike whichever warranty (a or b) is not applicable. NOTE—The sentence between the symbols ⓞ, if not applicable, should be deleted. See ORS 93.030. If the contract is not already of record, it should be recorded, preferably in the Deed Records.

GRANTOR'S NAME AND ADDRESS

GRANTEE'S NAME AND ADDRESS

After recording return to:
Brown & Tarlow, P.C.
501 E. First Street
Newberg, OR 97132
NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

NAME, ADDRESS, ZIP

STATE OF OREGON, } ss.
County of
I certify that the within instrument was received for record on the day of , 19

5.00

STATE OF OREGON, } ss.
County of Yamhill
I hereby certify that the within was received and duly recorded by me in Yamhill County records.

02710

CHARLES STERN, COUNTY CLERK

INDEXED

EXHIBIT J
Page 1 of Page 1

9-15-86

FORM No. 1456—DEED—PERSONAL REPRESENTATIVE, Individual or Corporate. 1986 SEP 15 PM 3:29 F206P1372 FIDELITY TITLE PUB. CO., PORTLAND, OR. 97204

PERSONAL REPRESENTATIVE'S DEED

THIS INDENTURE Made this ..... *day of* July, *19* 86, *by and between* Frank E. Nash *the duly appointed, qualified and acting personal representative of the estate of* Martin L. Crimmins, *deceased, hereinafter called the first party, and* Quadco Rock & Paving, Inc., an Oregon corporation, *hereinafter called the second party; WITNESSETH:*

For value received and the consideration hereinafter stated, the receipt whereof hereby is acknowledged, the first party has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said second party and second party's heirs, successors-in-interest and assigns all the estate, right and interest of the said deceased at the time of decedent's death, and all the right, title and interest that the said estate of said deceased by operation of the law or otherwise may have thereafter acquired in that certain real property situate in the County of Yamhill, *State of Oregon, described as follows, to-wit:*

See Exhibit A attached hereto and incorporated herein by this reference.

TAX LOT: 3223-1500
21-3330

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

TO HAVE AND TO HOLD the same unto the said second party, and second party's heirs, successors-in-interest and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is $ 112,500 ~~*(Here comply with the requirements of ORS 93.030)*~~ *consideration (indicate which)* ☒

IN WITNESS WHEREOF, the said first party has executed this instrument; if first party is a corporation, it has caused its corporate name to be signed hereto and its corporate seal affixed by its officers duly authorized thereunto by order of its Board of Directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Frank E. Nash

Personal Representative of the Estate of Martin L. Crimmins *Deceased.*

NOTE—The sentence between the symbols ⊙, if not applicable, should be deleted. See ORS 93.030

STATE OF OREGON,)
) ss.
County of Multnomah)

July 19, *19* 86

Personally appeared the above named Frank E. Nash

and acknowledged the foregoing instrument to be his *voluntary act and deed.*

Before me:

(OFFICIAL SEAL) Notary Public for Oregon

My commission expires: 4-19-88

STATE OF OREGON, County of .....) ss.

....., *19*.....

Personally appeared ..... *and* .....

who, being duly sworn, each for himself and not one for the other, did say that the former is the ..... *president and that the latter is the* ..... *secretary of* .....

....., *a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.*

Before me:

Notary Public for Oregon (OFFICIAL SEAL)

My commission expires:

(If executed by a corporation, affix corporate seal)

Estate of Martin L. Crimmins
111 S.W. Fifth Avenue, 35th Floor
Portland, Oregon 97204-3699
GRANTOR'S NAME AND ADDRESS

Quadco Rock & Paving, Inc.
Post Office Box 363
Newberg, Oregon 97132
GRANTEE'S NAME AND ADDRESS

After recording, return to:

Quadco Rock & Paving, Inc.
Post Office Box 363
Newberg, Oregon 97132
NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

Quadco Rock & Paving, Inc.
Post Office Box 363
Newberg, Oregon 97132
NAME, ADDRESS, ZIP

STATE OF OREGON,) ss.

STATE OF OREGON) 06940
) ss.
County of Yamhill)

I hereby certify that the within was received and duly recorded by me in Yamhill County records:

CHARLES STERN, COUNTY CLERK

NAME TITLE

By ..... *Deputy*

YAMHILL COUNTY CLERK STATE OF OREGON

EXHIBIT K
Page 1 of Page 2

9-15-86

1986 SEP 15 PM 3:29 F206P1373

PARCEL 1: The West half of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon.

EXCEPTING THEREFROM the following:

(a) That portion conveyed to Arlo Duane Suket by deed recorded September 5, 1967, in Film Volume 61, Page 517, Deed and Mortgage Records.

(b) That portion conveyed to Richard F. Inloes, et ux., by deed recorded April 11, 1968, in Film Volume 67, Page 26, and re-recorded April 11, 1968, in Film Volume 67, page 237, Deed and Mortgage Records.

(c) That portion conveyed to Donnell W. Martin by deed recorded October 4, 1977, in Film Volume 123, Page 1404, Deed and Mortgage Records.

ALSO EXCEPTING THEREFROM the following-described tract:

Beginning at a point that is 30 feet South from the Northeast corner of the West Half of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon; thence South along the East line of the West half of the Southwest Quarter of said Section 23, 1290 feet; thence West 33.8 feet; thence North parallel with the said East line of the West half of the Southwest Quarter, 1290 feet; thence East 33.8 feet to the point of beginning.

PARCEL 2: Tract No. 30, EXCEPT the West 1 foot and Tract 31, EXCEPT that portion conveyed to Fred Adolf and Emil Adolf by deed recorded February 8, 1923, in Book 87, Page 359, Deed Records of Yamhill County, Oregon. All in CHEHALEM UPLANDS No. 2 in Yamhill County, Oregon.

EXHIBIT A

9-15-86

1986 SEP 15 PM 3:29 F206P1374

BARGAIN AND SALE DEED
(Statutory Form)

Lillian G. Holter, Grantor, conveys to Quadco Rock & Paving, Inc., an Oregon corporation, Grantee, the following-described real property:

PARCEL 1: The West half of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon.

EXCEPTING THEREFROM the following:

(a) That portion conveyed to Arlo Duane Suket by deed recorded September 5, 1967, in Film Volume 61, Page 517, Deed and Mortgage Records.

(b) That portion conveyed to Richard F. Inloes, et ux., by deed recorded April 11, 1968, in Film Volume 67, Page 26, and re-recorded April 11, 1968, in Film Volume 67, Page 237, Deed and Mortgage Records.

(c) That portion conveyed to Donnell W. Martin by deed recorded October 4, 1977, in Film Volume 123, Page 1404, Deed and Mortgage Records.

ALSO EXCEPTING THEREFROM the following-described tract:

Beginning at a point that is 30 feet South from the Northeast corner of the West Half of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon; thence South along the East line of the West half of the Southwest Quarter of said Section 23, 1290 feet; thence West 33.8 feet; thence North parallel with the said East line of the West half of the Southwest Quarter, 1290 feet; thence East 33.8 feet to the point of beginning.

PARCEL 2: Tract No. 30, EXCEPT the West 1 foot and Trace 31, EXCEPT that portion conveyed to Fred Adolf and Emil Adolf by deed recorded February 8, 1923, in Book 87, Page 359, Deed Records of Yamhill County, Oregon. All in CHEHALEM UPLANDS No. 2 in Yamhill County, Oregon.

TAX LOT: 3223-1500
21-3530

STATE OF OREGON) 96941
) ss.
County of Yamhill)

I hereby certify that the within was received and duly recorded by me in Yamhill County records:

CHARLES STERN, COUNTY CLERK

YAMHILL COUNTY CLERK
STATE OF OREGON

9-15-86

1986 SEP 15 PM 3:29 F206P1375

The true consideration for this conveyance is $112,500. THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Dated this 29th day of August, 1986.

Lillian G. Holter
Lillian G. Holter

STATE OF CALIFORNIA)
) SS
COUNTY OF Marin)

The foregoing instrument was acknowledged before me this 29th day of August, 1986, by Lillian G. Holter.

OFFICIAL SEAL
MARY J. LOWE
NOTARY PUBLIC-CALIFORNIA
Principal Office in MARIN County
My Commission Expires Dec. 9, 1989

Mary J. Lowe
Notary Public for California
My commission expires: Dec. 9, 1988

After recording, return to:

Quadco Rock & Paving, Inc.
Post Office Box 363
Newberg, Oregon 97132

Until a change is requested, all tax statements shall be sent to the following address:

Quadco Rock & Paving, Inc.
Post Office Box 363
Newberg, Oregon 97132

9-15-86

VENDOR'S ASSIGNMENT OF CONTRACT FOR SALE OF
REAL PROPERTY AND WARRANTY DEED

GRANTOR: QUADCO ROCK & PAVING, INC. 1986 SEP 15 PM 3:29 F206P1378

CONVEY AND ASSIGN TO

GRANTEE: GERALD M. GLEAVES AND JANITH J.GLEAVES, husband and wife

all Grantor's right, title and interest as Vendors in and to the following described contract for sale of real property, all monies due or to become due thereon and all property described therein, as Grantee, as the substituted Vendor, agrees to perform all Vendor's obligations contained in said contract.

Dated: March 15, 1983 Unpaid Balance: $ 79,013.88

Recorded: March 15, 1983 Interest Paid To: 9/4/86

Records for Yamhill County in FV: 179, Page 1484, and assigned in FV: 188, Page 42

The present Purchaser is: H. Fred Mickelson and D. Joan Mickelson, husband & wife

Legal Description:

see attached Exhibit "A"

3223-1500
MAP TAX LOT: 21-3530

The Grantor hereby covenants and warrants that:

1. The property is free from encumbrances created or suffered by Grantor, and that Grantor will warrant and defend the same against all persons who may lawfully claim by, through or under Grantor, except as disclosed in said contract, and
2. Said contract is current, not in default, and the Grantor is the owner of the Vendor's interest therein.
3. The Purchaser has no claims against Grantor.
4. This instrument does not guarantee that any particular use may be made of the property described in this instrument. A buyer should check with the appropriate city or county planning department to verify approved uses.
5. The true and actual consideration for this transfer is $69,000.00
6. Until a change is requested, all tax statement shall be sent to the following address:

DATED AND EXECUTED:
September 15, 1986

GRANTOR (ASSIGNOR): QUADCO ROCK & PAVING, INC.

Robert B. Osborne, Secretary /Treasurer

Charles D. Johnson, President

September 15, 1986

STATE OF OREGON, County of Yamhill, ss.

Personally appeared Robert B. Osborne, who being sworn, stated that he is the Secretary-Treasurer of grantor corporation and that this instrument was voluntarily signed in behalf of the corporation by authority of its Board of Directors.

Before me:

Barbara Osborne
Notary Public for Oregon
My commission expires: 3-31-87

EXHIBIT M
Page 1 of Page 2

9-15-86

1996 SEP 15 PM 3:29 F206P1379

EXHIBIT "A"

DESCRIPTION SHEET

PARCEL 1:

The West half of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon.

EXCEPTING THEREFROM the following:

(a) That portion conveyed to Ario Duane Suket by deed recorded September 5, 1967 in Film Volume 61, Page 517, Deed and Mortgage Records.

(b) That portion conveyed to Richard F. Inloes, et ux., by deed recorded April 1, 1968 in Film Volume 67, Page 26, and re-recorded April 11, 1968 in Film Volume 67, Page 237, Deed and Mortgage Records.

(c) That portion conveyed to Donnell W. Martin by deed recorded October 4, 1977 in Film Volume 123, Page 1404, Deed and Mortgage Records.

ALSO EXCEPTING THEREFROM the following described tract:

BEGINNING at a point that is 30 feet South from the Northeast corner of the West Half of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon; thence South along the East line of the West Half of the Southwest Quarter of said Section 23, 1290 feet; thence West 33.8 feet; thence North parallel with the said East line of the West Half of the Southwest Quarter, 1290 feet; thence East 33.6 feet to the point of beginning.

PARCEL 2:

Tract No. 30, EXCEPT the West 1 foot and Tract No. 31, EXCEPT that portion conveyed to Fred Adolf and Emil Adolf by deed recorded February 8, 1923 in Book 87, Page 359, Deed Records of Yamhill County, Oregon. All in CHEHALEM UPLANDS NO. 2 in Yamhill County, Oregon.

EXCEPTING from the above described Parcel 1 and 2 that tract of land conveyed to H. Fred Mickelson and D. Joan Mickelson, husband and wife by Contract recorded September 3, 1981 in Film Volume 163, Page 1763, Records of Yamhill County.

21-3530

STATE OF OREGON) 06944
) ss.
County of Yamhill)

I hereby certify that the within was received and duly recorded by me in Yamhill County records:

CHARLES STERN, COUNTY CLERK

YAMHILL COUNTY CLERK
STATE OF OREGON

1991 DEC -5 PM 12: 25 F262P1129

WARRANTY DEED
(Statutory Form)

GRANTOR: Gerald M. Gleaves and Janith J. Gleaves, Husband and Wife

CONVEYS AND WARRANTS TO H. Fred Mickelson and D. Joan Mickelson

GRANTEE:

the following described real property free of encumbrances except as specifically set forth herein:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART OF

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

The true and actual consideration for this transfer stated in terms of dollars is $ 81,600.00 . However, if the actual consideration consists of or includes other property or other value given or promised, such other property or value was part of the / the whole of the (indicate which) consideration.

If grantor is a corporation, this has been signed by authority of the Board of Directors.

DATED: November 1, 1991

GRANTOR:

GERALD M. GLEAVES

JANITH J. GLEAVES

Until a change is requested, all tax statements shall be sent to the following address:

STATE OF OREGON, County of Washington ss.
Date: November 1, 1991
Personally appeared the above named Gerald M. Gleaves & Janith J. Gleaves and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Notary Public for Oregon
My commission expires: 12-6-94

OFFICIAL SEAL
PRUE ELLIS
NOTARY PUBLIC OREGON
COMMISSION NO. 003360
MY COMMISSION EXPIRES DEC. 6, 1994

STATE OF OREGON, County of ss.
Date:
Personally appeared, who being sworn, stated that he/she is the of grantor corporation and that this instrument was voluntarily signed on behalf of the corporation. Before me:

Notary Public for Oregon

012171

10.00
10.00
20.00

STATE OF OREGON } ss.
COUNTY OF YAMHILL }

STATE OF OREGON, County of ss.
Personally came before me and the instrument was received for record on the day of 19 at o'clock and recorded in book/reel/volume No. on page or as fee/file/instrument/microfilm/reception No. Yamhill County records, and affixed.

I hereby certify that this instrument was received and duly recorded by me in Yamhill County records.

County Clerk

Instrument # 9[illegible]

By T. Stiller Deputy.

CHARLES STERN,
COUNTY CLERK

WARRANTY DEED

TO

AFTER RECORDING RETURN TO

ret
H. Fred Mickelson
General Manager
Orange Co. Region
1325 South Grand
Santa Ana, CA 92705-4479

NUMBER:

(DON'T USE THIS SPACE: RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

E-30 3/90

12-5-91

1991 DEC -5 PM 12: 26 F262P1130

DESCRIPTION SHEET

PARCEL 1:

The West half of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian to Yamhill County, Oregon.

EXCEPTING THEREFROM the following:

(a) That portion conveyed to Ario Duane Suket by deed recorded September 5, 1967 in Film Volume 61, Page 517, Deed and Mortgage Records.

(b) That portion conveyed to Richard F. Inloes, et ux., by deed recorded April 1, 1968 in Film Volume 67, Page 26, and re-recorded April 11, 1968 in Film Volume 67, Page 237, Deed and Mortgage Records.

(c) That portion conveyed to Donnell W. Martin by deed recorded October 4, 1977 in Film Volume 123, Page 1404, Deed and Mortgage Records.

ALSO EXCEPTING THEREFROM the following described tract:

BEGINNING at the point that is 30 feet South from the Northeast corner of the West Half of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon; thence South along the East line of the West Half of the Southwest Quarter of said Section 23, 1290 feet; thence West 33.8 feet; thence North parallel with the said East line of the West Half of the Southwest Quarter, 1290 feet; thence East 33.6 feet to the point of beginning.

PARCEL 2:

Tract No. 30, EXCEPT the West 1 foot and Tract No. 31, EXCEPT that portion conveyed to Fred Adolf and Emil Adolf by deed recorded February 8, 1923 in Book 87, Page 359, Deed Records of Yamhill County, Oregon. All in CHEHALEM UPLANDS NO. 2 in Yamhill County, Oregon.

EXCEPTING from the above described Parcel 1 and 2 that tract of land conveyed to H. Fred Mickelson and D. Joan Mickelson, husband and wife by Contract recorded September 3, 1981 in Film Volume 163, Page 1763, Records of Yamhill County.

12-5-91

After recording return to:
H. FRED MICKELSON
32520 N.E. CORRAL CREEK ROAD
NEWBERG, OR 97132

Until a change is requested tax statements shall be sent to the following address:
SAME AS ABOVE

TITLE ORDER NO: 21-13033
KEY ESCROW NO: 21-13033

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK
40.00
199811278 1:54pm 06/16/98
001 069707 10 04 000201
1 0 D08 2 10.00 10.00 20.00 0.00 0.00 0.00

21-13033 R3223 01500

6-16-98

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, that:

GERALD M. GLEAVES and JANITH J. GLEAVES, as tenants by the entirety

hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto:

H. FRED MICKELSON and D. JOAN MICKELSON, as tenants by the entirety

hereinafter called grantee, and unto grantee's heirs, successors and assigns all of of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of YAMHILL, State of Oregon, described as follows, to-wit:

SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

Tax Account No: R3223 01500 Map No:

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is $42,363.27. However, if the actual consideration consists of or includes other property or value given or promised which was the whole / part of the consideration (indicate which).

In construing this deed and where the context so requires, the singular includes plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 9th day of June 1998; if a corporate grantor, it has caused its name signed and its seal affixed by an officer or other person duly authorized to do so by its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

GRANTOR(S):

GERALD M. GLEAVES

JANITH J. GLEAVES

STATE OF OREGON, County of Yamhill)ss.

This instrument was acknowledged before me on June 9, 1998, by GERALD M. GLEAVES and JANITH J. GLEAVES.

Notary Public for Oregon

My commission expires: 1/12/2001

OFFICIAL SEAL
DOROTHY J SMITH
NOTARY PUBLIC - OREGON
COMMISSION NO. 060819
MY COMMISSION EXPIRES JAN. 12, 2001

1/2

EXHIBIT "A"

A tract of land in Sections 23 and 22, Township 3 South, Range 2 west, Willamette Meridian, Yamhill County, Oregon, described as follows:

Beginning at an iron pipe with brass cap at the 1/4 corner between said Sections 22 and 23; thence South 89° 28' 50" west 208.66 feet along the North line of Lot 30, Chehalem Uplands No. 2 to an iron rod that is 1.00 feet Easterly of the Northwest corner of said lot; thence South 01° 00' East, 914.99 feet parallel with and 1.00 foot Easterly from the West line of said lot 30 to an iron rod; thence North 89° 00' East 94.00 feet to an iron rod; thence South 48° 36' East 677.69 feet to an iron rod; thence South 15° 16' 50" East 183.22 feet to an iron rod; thence North 79° 24' 34" East 297.69 feet to an iron rod; thence South 77° 42'30" East 496.87 feet to an iron rod; thence South 59° 33' 20" East 122.52 feet to an iron rod in the North-South center line of the Southwest quarter of said section 23; thence North 00° 54' 50" West 355.05 feet to an iron rod at the center of said Southwest quarter and the Southwest corner of that certain tract of land described in deed to Ferris, recorded in Film Volume 88, Page 1835, Yamhill County Deed Records; thence South 89° 00' 50" West 33.80 feet along the East-West center line of said Southwest quarter to an iron rod; thence North 00° 54' 50" West 1288.80 feet parallel with the West line of said Ferris tract to an iron rod 30 feet South of the North line of said Southwest quarter; thence North 89° 06' 40" East 33.80 feet to the West line of said Ferris tract; thence North 00° 54' 50" West 30 feet to the North line of said Southwest quarter; thence South 89° 06' 40" West 1315.13 feet to the point of beginning.

Together with an easement for road purposes over and across the South 20 feet of Lot 27, Chehalem Uplands No. 2, as measured from a point that is 50 feet West of the Northeast corner of the Northwest quarter of the Southwest quarter of Section 23, township 3 South, Range 2 West, Willamette Meridian, to Corral Creek Road.

Also together with an easement for ingress and egress and utility purposes over the following described property: The North 30 feet of the following described tract: All that portion of the Northeast quarter of the Southwest quarter of Section 23, Township 3 South, Range 2 West, Willamette Meridian, Yamhill County, Oregon, lying South and West of the County Road as now surveyed and used.

SUBJECT TO:

1. The assessment roll and the tax roll disclose that the premises herein described have been specially assessed as Farm Use Land. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied for previous years in which the farm use assessment was in effect for the land and in addition thereto a penalty may be levied if notice of disqualification is not timely given.

2. The rights of the public in and to that portion of the premises herein described lying within the limits of roads, streets and highways.

3. Easement Agreement including the terms and provisions thereof, between Homer A. Chamberlain and Clara W. Chamberlain, husband and wife, and Fred W. Schaad, a single man, recorded August 15, 1961 in Film Volume 18, Page 180, Deed and Mortgage Records.

6-16-98

2/7

FORM No. 723 – BARGAIN AND SALE DEED (Individual or Corporate). COPYRIGHT 1998 STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR 97204

NS

H. Fred Mickelson
D. Joan Mickelson

Grantor's Name and Address

H. Fred Mickelson and D. Joan Mickelson, Trustees of the Mickelson Living Trust

Grantee's Name and Address

After recording, return to (Name, Address, Zip):

H. Fred & D. Joan Mickelson, Trustee
32520 NE Corral Creek Road
Newberg, OR 97132

Until requested otherwise, send all tax statements to (Name, Address, Zip):

same as above

STATE OF OREGON, County of ____ } ss.

I certify that the within instrument was received for record on the ____ day of ____, 19____, at ____ o'clock ____.M., and recorded in book/reel/volume No. ____ on page ____

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK

40.00

199921021 2:56:26 PM 10/19/1999

DMR DDMR 1 – 2 ANITA
10.00 10.00 20.00

BARGAIN AND SALE DEED

KNOW ALL BY THESE PRESENTS that H. Fred Mickelson and D. Joan Mickelson, hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto H. Fred Mickelson and D. Joan Mickelson, Trustees, or their successors in trust, under the**, hereinafter called grantee, and unto grantee's heirs, successors and assigns, all of that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Yamhill County, State of Oregon, described as follows, to-wit: see attached legal description

**Mickelson Living Trust, dated December 23, 1996, and any amendments thereto

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is $ 10.00 ① However, the actual consideration consists of or includes other property or value given or promised which is ☐ part of the ☐ the whole (indicate which) consideration.① (The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument this 16th day of October, 19 99; if grantor is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

H. Fred Mickelson

D. Joan Mickelson

STATE OF OREGON, County of Clackamas) ss.

This instrument was acknowledged before me on October 16, 1999,

by H. Fred Mickelson and D. Joan Mickelson

This instrument was acknowledged before me on ____, 19____,

by ____

as ____

of ____

OFFICIAL SEAL
KAREN HAYS
NOTARY PUBLIC-OREGON
COMMISSION NO. 317471
MY COMMISSION EXPIRES NOVEMBER 19, 2002

Karen Hays
Notary Public for Oregon

My commission expires 11/19/02

Trap This Instrument Number

87085-98

LEGAL DESCRIPTION

-----A tract of land in Section 23, and 22, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, more particularly described as follows:

BEGINNING at an iron pipe with brass cap at the 1/4 corner between said Sections 22 and 23; thence South 89°28'50" West 208.66 feet along the North line of Lot 30, CHEHALEM UPLANDS NO. 2 to an iron rod that is 1.00 feet Easterly of the Northwest corner of said lot; thence South 01°00' East 914.99 feet parallel with and 1.00 foot Easterly from the West line of said Lot 30 to an iron rod; thence North 89°00' East 94.00 feet to an iron rod; thence South 48°36' East 677.69 feet to an iron rod; thence South 15°16'50" East 183.22 feet to an iron rod; thence North 7°24'34" East 297.69 feet to an iron rod; thence South 77°42'30" East 496.87 feet to an iron rod; thence South 59°33'20" East 122.52 feet to an iron rod in the North-South center line of the Southwest Quarter of said Section 23; thence North 00°54'50" West 355.05 feet to an iron rod at the center of said Southwest Quarter and the Southwest corner of that certain tract of land described in Deed to Ferris, recorded in Film Volume 88, Page 1835, Yamhill County Deed and Mortgage Records; thence South 89°00'50" West 33.80 feet along the East-West center line of said Southwest Quarter to an iron rod; thence North 00°54'50" West 1288.80 feet parallel with the West line of said Ferris tract to an iron rod 30 feet South of the North line of said Southwest Quarter; thence North 89°06'40" East 33.80 feet to the West line of said Ferris tract; thence North 00°54'50" West 30 feet to the North line of said Southwest Quarter; thence South 89°06'40" West 1315.13 feet to the point of beginning.-----

FORM No. 723 – BARGAIN AND SALE DEED (Individual or Corporate). COPYRIGHT 1996 STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR 97204

NS

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK

20.00

00020076199921106002

199921106 4:18:07 PM 10/20/1999

DMR DDMR 1 – 3 KAREN
10.00 10.00

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK

40.00

199921021 2:56:26 PM 10/19/1999

DMR DDMR 1 – 2 ANITA
10.00 10.00 20.00

H. Fred Mickelson
D. Joan Mickelson
Grantor's Name and Address

H. Fred Mickelson and D. Joan Mickelson, Trustees of the Mickelson Living Trust
Grantee's Name and Address

After recording, return to (Name, Address, Zip):
H. Fred & D. Joan Mickelson, Trustee
32520 NE Corral Creek Road
Newberg, OR 97132

Until requested otherwise, send all tax statements to (Name, Address, Zip):
same as above

BARGAIN AND SALE DEED

KNOW ALL BY THESE PRESENTS that H. Fred Mickelson and D. Joan Mickelson, hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto H. Fred Mickelson and D. Joan Mickelson, Trustees, or their successors in trust, under the**, hereinafter called grantee, and unto grantee's heirs, successors and assigns, all of that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Yamhill County, State of Oregon, described as follows, to-wit: see attached legal description

**Mickelson Living Trust, dated December 23, 1996, and any amendments thereto

This deed is being re-recorded for the purpose of correcting the legal description. Previously recorded 10/19/99, Instrument No. 199921021.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is $ 10.00 ① However, the actual consideration consists of or includes other property or value given or promised which is ☐ part of the ☐ the whole (indicate which) consideration.① (The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument this 16th day of October, 19 99; if grantor is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

H. Fred Mickelson

D. Joan Mickelson

STATE OF OREGON, County of Clackamas) ss.

This instrument was acknowledged before me on October 16, 19 99,
by H. Fred Mickelson and D. Joan Mickelson

This instrument was acknowledged before me on ____, 19____,
by ____
as ____
of ____

OFFICIAL SEAL
KAREN HAYS
NOTARY PUBLIC-OREGON
COMMISSION NO. 317471
MY COMMISSION EXPIRES NOVEMBER 19, 2002

Karen Hays
Notary Public for Oregon
My commission expires 11/19/02

Tiago Title Insurance Company

82083-98

LEGAL DESCRIPTION

-----A tract of land in Section 23, and 22, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, more particularly described as follows:

BEGINNING at an iron pipe with brass cap at the 1/4 corner between said Sections 22 and 23; thence South 89°28'50" West 208.66 feet along the North line of Lot 30, CHEHALEM UPLANDS NO. 2 to an iron rod that is 1.00 feet Easterly of the Northwest corner of said lot; thence South 01°00' East 914.99 feet parallel with and 1.00 foot Easterly from the West line of said Lot 30 to an iron rod; thence North 89°00' East 94.00 feet to an iron rod; thence South 48°36' East 677.69 feet to an iron rod; thence South 15°16'50" East 183.22 feet to an iron rod; thence North 79°24'34" East 297.69 feet to an iron rod; thence South 77°42'30" East 496.87 feet to an iron rod; thence South 59°33'20" East 122.52 feet to an iron rod in the North-South center line of the Southwest Quarter of said Section 23; thence North 00°54'50" West 355.05 feet to an iron rod at the center of said Southwest Quarter and the Southwest corner of that certain tract of land described in Deed to Ferris, recorded in Film Volume 88, Page 1835, Yamhill County Deed and Mortgage Records; thence South 89°00'50" West 33.80 feet along the East-West center line of said Southwest Quarter to an iron rod; thence North 00°54'50" West 1288.80 feet parallel with the West line of said Ferris tract to an iron rod 30 feet South of the North line of said Southwest Quarter; thence North 89°06'40" East 33.80 feet to the West line of said Ferris tract; thence North 00°54'50" West 30 feet to the North line of said Southwest Quarter; thence South 89°06'40" West 1315.13 feet to the point of beginning.-----

H. Fred Mickelson and D. Joan Mickelson, **Grantor**
H. Fred Mickelson and D. Joan Mickelson, **Grantee**
32529 NE Corral Creek Road
Newberg, Oregon 97132

After recording return to:
BROWN, TARLOW, BRIDGES & PALMER, P.C.
Attorneys at Law
515 East First Street
Newberg, Oregon 97132

Until a change is requested, all tax statements shall be sent to:
H. Fred Mickelson and D. Joan Mickelson
32529 NE Corral Creek Road
Newberg, Oregon 97132

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK
00203312200500132730020023
$31.00
200513273 2:37:26 PM 6/27/2005
DMR-DDMR Cnt=1 Stn=3 KENTV
$10.00 $10.00 $11.00

WARRANTY DEED - STATUTORY FORM

H. FRED MICKELSON and D. JOAN MICKELSON, Grantor, conveys and warrants to **H. FRED MICKELSON and D. JOAN MICKELSON, , Trustees, or their successors in Trust, under the Mickelson Living Trust, by Agreement dated December 23, 1996, and any amendments thereto,,** Grantee, the following described real property free of encumbrances except as specifically set forth herein situated in Yamhill County, Oregon, to-wit:

See Attached Exhibit A

The liability and obligations of the Grantor to Grantee and Grantee's heirs and assigns under the warranties and covenants contained herein or provided by law shall be limited to the extent of coverage that would be available to Grantor under any policy of title insurance issued to Grantor at the time Grantor acquired the property. The limitations herein expressly do not relieve Grantor of any liability or obligations under this instrument, but merely define the scope, nature and amount of such liability or obligations.

The property is free from encumbrances except of record and Grantee assumes all of Grantor's secured indebtedness on the property, if any.

The true consideration, stated in terms of dollars, is none, however, the actual consideration consists of other value given.

This conveyance is made for estate planning purposes only and does not represent a sale of the above described real property.

Dated June 24, 2005.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

H. Fred Mickelson

D. Joan Mickelson

STATE OF OREGON, County of Yamhill) ss.

This instrument was acknowledged before me on June 24, 2005 by H. Fred Mickelson and D. Joan Mickelson.

Notary Public for Oregon

OFFICIAL SEAL
DIANE L. MILES
NOTARY PUBLIC-OREGON
COMMISSION NO. 372707
MY COMMISSION EXPIRES NOVEMBER 8, 2007

EXHIBIT A

PARCEL I:

The West half of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon.

EXCEPTING THEREFROM the following:

(a) That portion conveyed to Ario Duane Suket by deed recorded September 5, 1967 in Film Volume 61, Page 517, Deed and Mortgage Records.

(b) That portion conveyed to Richard F. Inloes, et ux., by deed recorded April 1, 1968 in Film Volume 67, Page 26, and re-recorded April 11, 1968 in Film Volume 67, Page 237, Deed and Mortgage Records.

(c) That portion conveyed to Donnell W. Martin by deed recorded October 4, 1977 in Film Volume 123, Page 1404, Deed and Mortgage Records.

ALSO EXCEPTING THEREFROM the following described tract:

BEGINNING at the point that is 30 feet South from the Northeast corner of the West Half of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon; thence South along the East line of the West Half of the Southwest Quarter of said Section 23, 1290 feet; thence West 33.8 feet; thence North parallel with the said East line of the West Half of the Southwest Quarter, 1290 feet; thence East 33.6 feet to the point of beginning.

PARCEL 2:

Tract No. 30, EXCEPT the West 1 foot and Tract No. 31, EXCEPT that portion conveyed to Fred Adolf and Emil Adolf by Deed recorded February 8, 1923 in Book 87, Page 359, Deed Records of Yamhill County, Oregon. All in CHEHALEM UPLANDS NO. 2 in Yamhill County, Oregon.

EXCEPTING from the above described Parcel 1 and 2 that tract of land conveyed to H. Fred Mickelson and D. Joan Mickelson, husband and wife by contract recorded September 3, 1981 in Film Volume 163, Page 1763, Records of Yamhill County.

H. Fred Mickelson and D. Joan Mickelson, **Grantor**
H. Fred Mickelson and D. Joan Mickelson, **Grantee**
32529 NE Corral Creek Road
Newberg, Oregon 97132

After recording return to:
BROWN, TARLOW, BRIDGES & PALMER, P.C.
Attorneys at Law
515 East First Street
Newberg, Oregon 97132

Until a change is requested, all tax statements shall be sent to:
H. Fred Mickelson and D. Joan Mickelson
32529 NE Corral Creek Road
Newberg, Oregon 97132

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK

$31.00

00203313200500132740020020

200513274 2:38:27 PM 6/27/2005

DMR-DDMR Cnt=1 Stn=3 KENTV
$10.00 $10.00 $11.00

WARRANTY DEED - STATUTORY FORM

H. FRED MICKELSON and D. JOAN MICKELSON, Grantor, conveys and warrants to H. FRED MICKELSON and D. JOAN MICKELSON, as equal tenants in common, Grantee, the following described real property free of encumbrances except as specifically set forth herein situated in Yamhill County, Oregon, to-wit:

See Attached Exhibit A

The liability and obligations of the Grantor to Grantee and Grantee's heirs and assigns under the warranties and covenants contained herein or provided by law shall be limited to the extent of coverage that would be available to Grantor under any policy of title insurance issued to Grantor at the time Grantor acquired the property. The limitations herein expressly do not relieve Grantor of any liability or obligations under this instrument, but merely define the scope, nature and amount of such liability or obligations.

The property is free from encumbrances except of record and Grantee assumes all of Grantor's secured indebtedness on the property, if any.

The true consideration, stated in terms of dollars, is none, however, the actual consideration consists of other value given.

This conveyance is made for estate planning purposes only and does not represent a sale of the above described real property.

Dated June 24, 2005.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

H. Fred Mickelson

D. Joan Mickelson

STATE OF OREGON, County of Yamhill) ss.

This instrument was acknowledged before me on June 24, 2005 by H. Fred Mickelson and D. Joan Mickelson.

Notary Public for Oregon

OFFICIAL SEAL
DIANE L. MILES
NOTARY PUBLIC-OREGON
COMMISSION NO. 372707
MY COMMISSION EXPIRES NOVEMBER 8, 2007

1/2

EXHIBIT A

PARCEL I:

The West half of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon.

EXCEPTING THEREFROM the following:

(a) That portion conveyed to Ario Duane Suket by deed recorded September 5, 1967 in Film Volume 61, Page 517, Deed and Mortgage Records.

(b) That portion conveyed to Richard F. Inloes, et ux., by deed recorded April 1, 1968 in Film Volume 67, Page 26, and re-recorded April 11, 1968 in Film Volume 67, Page 237, Deed and Mortgage Records.

(c) That portion conveyed to Donnell W. Martin by deed recorded October 4, 1977 in Film Volume 123, Page 1404, Deed and Mortgage Records.

ALSO EXCEPTING THEREFROM the following described tract:

BEGINNING at the point that is 30 feet South from the Northeast corner of the West Half of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon; thence South along the East line of the West Half of the Southwest Quarter of said Section 23, 1290 feet; thence West 33.8 feet; thence North parallel with the said East line of the West Half of the Southwest Quarter, 1290 feet; thence East 33.6 feet to the point of beginning.

PARCEL 2:

Tract No. 30, EXCEPT the West 1 foot and Tract No. 31, EXCEPT that portion conveyed to Fred Adolf and Emil Adolf by Deed recorded February 8, 1923 in Book 87, Page 359, Deed Records of Yamhill County, Oregon. All in CHEHALEM UPLANDS NO. 2 in Yamhill County, Oregon.

EXCEPTING from the above described Parcel 1 and 2 that tract of land conveyed to H. Fred Mickelson and D. Joan Mickelson, husband and wife by contract recorded September 3, 1981 in Film Volume 163, Page 1763, Records of Yamhill County.

RECORDING REQUESTED BY:

Lawyers Title of Oregon, LLC

6000 Meadows Rd, Ste 100
Lake Oswego, OR 97035

GRANTOR'S NAME:
Mickelson Living Trust

GRANTEE'S NAME:
Kristin Hildebrand and Ryan Hildebrand

AFTER RECORDING RETURN TO:
Order No.: 872004117-SW
Kristin Hildebrand and Ryan Hildebrand
32520 NE Corral Creek Road
Newberg, OR 97132

SEND TAX STATEMENTS TO:
Kristin Hildebrand and Ryan Hildebrand
32520 NE Corral Creek Road
Newberg, OR 97132

APN: 408035
64450
32520 NE Corral Creek Road, Newberg, OR 97132

Yamhill County Official Records **202019284**
DMR-DDMR
Stn=6 MILLSA **10/28/2020 03:31:00 PM**
4Pgs $20.00 $11.00 $5.00 $60.00 **$96.00**

I, Brian Van Bergen, County Clerk for Yamhill County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Brian Van Bergen - County Clerk

Title No. 472004747

STATUTORY WARRANTY DEED

H. Fred Mickelson and D. Joan Mickelson, Trustees, or their sucessors in trust, under the Mickelson Living Trust, by agreement dated December 23, 1996, and any amendments thereto, Grantor, conveys and warrants to **Kristin Hildebrand and Ryan Hildebrand**, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Yamhill, State of Oregon:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS ONE MILLION SEVEN HUNDRED NINETY-FIVE THOUSAND AND NO/100 DOLLARS (**$1,795,000.00**). (See ORS 93.030).

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

STATUTORY WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: OCTOBER 22, 2020

Mickelson Living Trust

BY: _____
H. Fred Mickelson
Trustee

BY: D Joan Mickelson
D. Joan Mickelson
Trustee

State of OR
County of Clackamas

This instrument was acknowledged before me on Oct 22, 2020 by H. Fred Mickelson and D. Joan Mickelson as Trustees of the Mickelson Living Trust.

_____
Notary Public - State of Oregon

My Commission Expires: 4/9/22

OFFICIAL STAMP
MICHELLE LYNNE WILLIAMS
NOTARY PUBLIC-OREGON
COMMISSION NO. 973505
MY COMMISSION EXPIRES APRIL 09, 2022

EXHIBIT "A"

Legal Description

PARCEL 1:

A tract of land in Sections 23 and 22, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, being described as follows:

Beginning at an iron pipe with brass cap at the Quarter Section corner between said Sections 22 and 23; thence South 89°28'50" West, 208.66 feet along the North line of Lot 30 of CHEHALEM UPLANDS NO. 2 to an iron rod that is 1.00 feet Easterly from the Northwest corner of said Lot; thence South 01°00' East 914.99 feet parallel with and 1 foot Easterly from the West line of said Lot 30 to an iron rod; thence North 89°00' East, 94.00 feet to an iron rod; thence South 48°36' East, 677.69 feet to an iron rod; thence South 15°16'50" East 183.22 feet to an iron rod; thence North 79°24'34"East, 297.69 feet to an iron rod; thence South 77°42'30" East, 496.87 feet to an iron rod; thence South 59°33'20" East, 122.52 feet to an iron rod in the North-South centerline of the Southwest Quarter of said Section 23; thence North 00°54'50" West, 355.05 feet to an iron rod at the center of said Southwest Quarter and the Southwest corner of that certain tract of land described in Deed to Ferris, recorded in Film Volume 88, Page 1835, Yamhill County Deed Records; thence South 89°00'50" West, 33.80 feet along the East-West centerline of said Southwest Quarter to an iron rod; thence North 00°54'50" West, 1288.80 feet parallel with the West line of said Ferris tract to an iron rod 30 feet South of the North line of said Southwest Quarter; thence North 89°06'40" East, 33.80 feet to the West line of said Ferris tract; thence North 00°54'50" West, 30 feet to the North line of said Southwest one-quarter; thence South 89°06'40" West, 1315.13 feet to the Point of Beginning.

TOGETHER WITH an easement for road purposes over and across the South 20 feet of Lot 27, CHEHALEM UPLANDS NO. 2, as measured from a point that is 50 feet West of the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian to Corral Creek Road.

ALSO TOGETHER WITH an easement for ingress and egress purposes over the North 30 feet of the following described property:

All that portion of the Northeast Quarter of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, lying South and West of the County Road as now surveyed and used.

PARCEL 2:

Tract I:

The West half of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon.

EXCEPTING THEREFROM the following:

(a) That portion conveyed to Ario Duane Suket by Deed recorded September 5, 1967 in Film Volume 61, Page 517, Deed and Mortgage Records.
(b) That portion conveyed to Richard F. Inloes et ux., by Deed recorded April 1, 1968 in Film Volume 67, Page 26, and re-recorded April 11, 1968 in Film Volume 67, Page 237, Deed and Mortgage Records.
(c) That portion conveyed to Donnell W. Martin, by Deed recorded October 4, 1977 in Film Volume 123, Page 1404, Deed and Mortgage Records.

ALSO EXCEPTING THEREFROM THE FOLLOWING described tract of land:

EXHIBIT "A"

Legal Description

Beginning at the point that is 30 feet South from the Northeast corner of the West half of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon; thence South along the East line of the West half of the Southwest Quarter of said Section 23, 1290 feet; thence West 33.8 feet; thence North parallel with the said East line of the West half of the Southwest Quarter, 1290 feet; thence East 33.6 feet to the Point of Beginning.

TOGETHER WITH that portion of Old Butteville Road which inures thereto under operation of law, as disclosed by Board Order 10-478, which vacates said road, recorded August 27, 2010, as Instrument No. 201011844, as re-recorded September 8, 2010, as Instrument No. 201012419 and as re-recorded September 14, 2010, as Instrument No. 201012751, Deed and Mortgage Records of Yamhill County, Oregon.

Tract II:

Tract No. 30, EXCEPT the West 1 foot thereof and Tract No. 31, EXCEPT that portion conveyed to Fred Adolf and Emil Adolf, by Deed recorded February 8, 1923 in Book 87, Page 359, Deed Records of Yamhill County, Oregon; all in CHEHALEM UPLANDS NO. 2 in Yamhill County, Oregon.

TOGETHER WITH that portion of vacated County Road, which would inure thereto, by reason of vacating order No. 83-239, dated June 8, 1983, Volume 40, Page 1100, Commissioner's Journal Records.

EXCEPTING FROM the above described Tracts I and II that tract of land conveyed to H. Fred Mickelson and D. Joan Mickelson, husband and wife, by Contract recorded September 3, 1981 in Film Volume 163, Page 1763, Deed and Mortgage Records of Yamhill County, Oregon.

H. Fred Mickelson and D. Joan Mickelson, **Grantor**
H. Fred Mickelson and D. Joan Mickelson, **Grantee**
32529 NE Corral Creek Road
Newberg, Oregon 97132

After recording return to:
BROWN, TARLOW, BRIDGES & PALMER, P.C.
Attorneys at Law
515 East First Street
Newberg, Oregon 97132

Until a change is requested, all tax statements shall be sent to:
H. Fred Mickelson and D. Joan Mickelson
32529 NE Corral Creek Road
Newberg, Oregon 97132

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK
00203312200500132730020023 $31.00
200513273 2:37:26 PM 6/27/2005
DMR-DDMR Cnt=1 Stn=3 KENTV
$10.00 $10.00 $11.00

WARRANTY DEED - STATUTORY FORM

H. FRED MICKELSON and D. JOAN MICKELSON, Grantor, conveys and warrants to **H. FRED MICKELSON and D. JOAN MICKELSON, , Trustees, or their successors in Trust, under the Mickelson Living Trust, by Agreement dated December 23, 1996, and any amendments thereto,**, Grantee, the following described real property free of encumbrances except as specifically set forth herein situated in Yamhill County, Oregon, to-wit:

See Attached Exhibit A

The liability and obligations of the Grantor to Grantee and Grantee's heirs and assigns under the warranties and covenants contained herein or provided by law shall be limited to the extent of coverage that would be available to Grantor under any policy of title insurance issued to Grantor at the time Grantor acquired the property. The limitations herein expressly do not relieve Grantor of any liability or obligations under this instrument, but merely define the scope, nature and amount of such liability or obligations.

The property is free from encumbrances except of record and Grantee assumes all of Grantor's secured indebtedness on the property, if any.

The true consideration, stated in terms of dollars, is none, however, the actual consideration consists of other value given.

This conveyance is made for estate planning purposes only and does not represent a sale of the above described real property.

Dated June 24, 2005.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

H. Fred Mickelson

D. Joan Mickelson

STATE OF OREGON, County of Yamhill) ss.

This instrument was acknowledged before me on June 24, 2005 by H. Fred Mickelson and D. Joan Mickelson.

Notary Public for Oregon

OFFICIAL SEAL
DIANE L. MILES
NOTARY PUBLIC-OREGON
COMMISSION NO. 372707
MY COMMISSION EXPIRES NOVEMBER 8, 2007

EXHIBIT A

PARCEL 1:

The West half of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon.

EXCEPTING THEREFROM the following:

(a) That portion conveyed to Ario Duane Suket by deed recorded September 5, 1967 in Film Volume 61, Page 517, Deed and Mortgage Records.

(b) That portion conveyed to Richard F. Inloes, et ux., by deed recorded April 1, 1968 in Film Volume 67, Page 26, and re-recorded April 11, 1968 in Film Volume 67, Page 237, Deed and Mortgage Records.

(c) That portion conveyed to Donnell W. Martin by deed recorded October 4, 1977 in Film Volume 123, Page 1404, Deed and Mortgage Records.

ALSO EXCEPTING THEREFROM the following described tract:

BEGINNING at the point that is 30 feet South from the Northeast corner of the West Half of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon; thence South along the East line of the West Half of the Southwest Quarter of said Section 23, 1290 feet; thence West 33.8 feet; thence North parallel with the said East line of the West Half of the Southwest Quarter, 1290 feet; thence East 33.6 feet to the point of beginning.

PARCEL 2:

Tract No. 30, EXCEPT the West 1 foot and Tract No. 31, EXCEPT that portion conveyed to Fred Adolf and Emil Adolf by Deed recorded February 8, 1923 in Book 87, Page 359, Deed Records of Yamhill County, Oregon. All in CHEHALEM UPLANDS NO. 2 in Yamhill County, Oregon.

EXCEPTING from the above described Parcel 1 and 2 that tract of land conveyed to H. Fred Mickelson and D. Joan Mickelson, husband and wife by contract recorded September 3, 1981 in Film Volume 163, Page 1763, Records of Yamhill County.

H. Fred Mickelson and D. Joan Mickelson, **Grantor**
H. Fred Mickelson and D. Joan Mickelson, **Grantee**
32529 NE Corral Creek Road
Newberg, Oregon 97132

After recording return to:
BROWN, TARLOW, BRIDGES & PALMER, P.C.
Attorneys at Law
515 East First Street
Newberg, Oregon 97132

Until a change is requested, all tax statements shall be sent to:
H. Fred Mickelson and D. Joan Mickelson
32529 NE Corral Creek Road
Newberg, Oregon 97132

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK

$31.00

00203313200500132740020020

200513274 2:38:27 PM 6/27/2005

DMR-DDMR Cnt=1 Stn=3 KENTV
$10.00 $10.00 $11.00

WARRANTY DEED - STATUTORY FORM

H. FRED MICKELSON and D. JOAN MICKELSON, Grantor, conveys and warrants to H. FRED MICKELSON and D. JOAN MICKELSON, as equal tenants in common, Grantee, the following described real property free of encumbrances except as specifically set forth herein situated in Yamhill County, Oregon, to-wit:

See Attached Exhibit A

The liability and obligations of the Grantor to Grantee and Grantee's heirs and assigns under the warranties and covenants contained herein or provided by law shall be limited to the extent of coverage that would be available to Grantor under any policy of title insurance issued to Grantor at the time Grantor acquired the property. The limitations herein expressly do not relieve Grantor of any liability or obligations under this instrument, but merely define the scope, nature and amount of such liability or obligations.

The property is free from encumbrances except of record and Grantee assumes all of Grantor's secured indebtedness on the property, if any.

The true consideration, stated in terms of dollars, is none, however, the actual consideration consists of other value given.

This conveyance is made for estate planning purposes only and does not represent a sale of the above described real property.

Dated June 24, 2005.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

H. Fred Mickelson

D. Joan Mickelson

STATE OF OREGON, County of Yamhill) ss.

This instrument was acknowledged before me on June 24, 2005 by H. Fred Mickelson and D. Joan Mickelson.

Notary Public for Oregon

OFFICIAL SEAL
DIANE L. MILES
NOTARY PUBLIC-OREGON
COMMISSION NO. 372707
MY COMMISSION EXPIRES NOVEMBER 8, 2007

1/2

EXHIBIT A

PARCEL I:

The West half of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon.

EXCEPTING THEREFROM the following:

(a) That portion conveyed to Ario Duane Suket by deed recorded September 5, 1967 in Film Volume 61, Page 517, Deed and Mortgage Records.

(b) That portion conveyed to Richard F. Inloes, et ux., by deed recorded April 1, 1968 in Film Volume 67, Page 26, and re-recorded April 11, 1968 in Film Volume 67, Page 237, Deed and Mortgage Records.

(c) That portion conveyed to Donnell W. Martin by deed recorded October 4, 1977 in Film Volume 123, Page 1404, Deed and Mortgage Records.

ALSO EXCEPTING THEREFROM the following described tract:

BEGINNING at the point that is 30 feet South from the Northeast corner of the West Half of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon; thence South along the East line of the West Half of the Southwest Quarter of said Section 23, 1290 feet; thence West 33.8 feet; thence North parallel with the said East line of the West Half of the Southwest Quarter, 1290 feet; thence East 33.6 feet to the point of beginning.

PARCEL 2:

Tract No. 30, EXCEPT the West 1 foot and Tract No. 31, EXCEPT that portion conveyed to Fred Adolf and Emil Adolf by Deed recorded February 8, 1923 in Book 87, Page 359, Deed Records of Yamhill County, Oregon. All in CHEHALEM UPLANDS NO. 2 in Yamhill County, Oregon.

EXCEPTING from the above described Parcel 1 and 2 that tract of land conveyed to H. Fred Mickelson and D. Joan Mickelson, husband and wife by contract recorded September 3, 1981 in Film Volume 163, Page 1763, Records of Yamhill County.

RECORDING REQUESTED BY:

Lawyers Title of Oregon, LLC

6000 Meadows Rd, Ste 100
Lake Oswego, OR 97035

GRANTOR'S NAME:
Mickelson Living Trust

GRANTEE'S NAME:
Kristin Hildebrand and Ryan Hildebrand

AFTER RECORDING RETURN TO:
Order No.: 872004117-SW
Kristin Hildebrand and Ryan Hildebrand
32520 NE Corral Creek Road
Newberg, OR 97132

SEND TAX STATEMENTS TO:
Kristin Hildebrand and Ryan Hildebrand
32520 NE Corral Creek Road
Newberg, OR 97132

APN: 408035
64450
32520 NE Corral Creek Road, Newberg, OR 97132

Yamhill County Official Records **202019284**
DMR-DDMR
Stn=6 MILLSA **10/28/2020 03:31:00 PM**
4Pgs $20.00 $11.00 $5.00 $60.00 **$96.00**

I, Brian Van Bergen, County Clerk for Yamhill County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Brian Van Bergen - County Clerk

Tlor 11H 202019284

STATUTORY WARRANTY DEED

H. Fred Mickelson and D. Joan Mickelson, Trustees, or their sucessors in trust, under the Mickelson Living Trust, by agreement dated December 23, 1996, and any amendments thereto, Grantor, conveys and warrants to **Kristin Hildebrand and Ryan Hildebrand**, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Yamhill, State of Oregon:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS ONE MILLION SEVEN HUNDRED NINETY-FIVE THOUSAND AND NO/100 DOLLARS **($1,795,000.00)**. (See ORS 93.030).

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

STATUTORY WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: OCTOBER 22, 2020

Mickelson Living Trust

BY: _____
H. Fred Mickelson
Trustee

BY: D Joan Mickelson
D. Joan Mickelson
Trustee

State of OR
County of Clackamas

This instrument was acknowledged before me on Oct 22, 2020 by H. Fred Mickelson and D. Joan Mickelson as Trustees of the Mickelson Living Trust.

_____
Notary Public - State of Oregon

My Commission Expires: 4/9/22

OFFICIAL STAMP
MICHELLE LYNNE WILLIAMS
NOTARY PUBLIC-OREGON
COMMISSION NO. 973505
MY COMMISSION EXPIRES APRIL 09, 2022

EXHIBIT "A"

Legal Description

PARCEL 1:

A tract of land in Sections 23 and 22, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, being described as follows:

Beginning at an iron pipe with brass cap at the Quarter Section corner between said Sections 22 and 23; thence South 89°28'50" West, 208.66 feet along the North line of Lot 30 of CHEHALEM UPLANDS NO. 2 to an iron rod that is 1.00 feet Easterly from the Northwest corner of said Lot; thence South 01°00' East 914.99 feet parallel with and 1 foot Easterly from the West line of said Lot 30 to an iron rod; thence North 89°00' East, 94.00 feet to an iron rod; thence South 48°36' East, 677.69 feet to an iron rod; thence South 15°16'50" East 183.22 feet to an iron rod; thence North 79°24'34"East, 297.69 feet to an iron rod; thence South 77°42'30" East, 496.87 feet to an iron rod; thence South 59°33'20" East, 122.52 feet to an iron rod in the North-South centerline of the Southwest Quarter of said Section 23; thence North 00°54'50" West, 355.05 feet to an iron rod at the center of said Southwest Quarter and the Southwest corner of that certain tract of land described in Deed to Ferris, recorded in Film Volume 88, Page 1835, Yamhill County Deed Records; thence South 89°00'50" West, 33.80 feet along the East-West centerline of said Southwest Quarter to an iron rod; thence North 00°54'50" West, 1288.80 feet parallel with the West line of said Ferris tract to an iron rod 30 feet South of the North line of said Southwest Quarter; thence North 89°06'40" East, 33.80 feet to the West line of said Ferris tract; thence North 00°54'50" West, 30 feet to the North line of said Southwest one-quarter; thence South 89°06'40" West, 1315.13 feet to the Point of Beginning.

TOGETHER WITH an easement for road purposes over and across the South 20 feet of Lot 27, CHEHALEM UPLANDS NO. 2, as measured from a point that is 50 feet West of the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian to Corral Creek Road.

ALSO TOGETHER WITH an easement for ingress and egress purposes over the North 30 feet of the following described property:

All that portion of the Northeast Quarter of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, lying South and West of the County Road as now surveyed and used.

PARCEL 2:

Tract I:

The West half of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon.

EXCEPTING THEREFROM the following:

(a) That portion conveyed to Ario Duane Suket by Deed recorded September 5, 1967 in Film Volume 61, Page 517, Deed and Mortgage Records.
(b) That portion conveyed to Richard F. Inloes et ux., by Deed recorded April 1, 1968 in Film Volume 67, Page 26, and re-recorded April 11, 1968 in Film Volume 67, Page 237, Deed and Mortgage Records.
(c) That portion conveyed to Donnell W. Martin, by Deed recorded October 4, 1977 in Film Volume 123, Page 1404, Deed and Mortgage Records.

ALSO EXCEPTING THEREFROM THE FOLLOWING described tract of land:

EXHIBIT "A"

Legal Description

Beginning at the point that is 30 feet South from the Northeast corner of the West half of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon; thence South along the East line of the West half of the Southwest Quarter of said Section 23, 1290 feet; thence West 33.8 feet; thence North parallel with the said East line of the West half of the Southwest Quarter, 1290 feet; thence East 33.6 feet to the Point of Beginning.

TOGETHER WITH that portion of Old Butteville Road which inures thereto under operation of law, as disclosed by Board Order 10-478, which vacates said road, recorded August 27, 2010, as Instrument No. 201011844, as re-recorded September 8, 2010, as Instrument No. 201012419 and as re-recorded September 14, 2010, as Instrument No. 201012751, Deed and Mortgage Records of Yamhill County, Oregon.

Tract II:

Tract No. 30, EXCEPT the West 1 foot thereof and Tract No. 31, EXCEPT that portion conveyed to Fred Adolf and Emil Adolf, by Deed recorded February 8, 1923 in Book 87, Page 359, Deed Records of Yamhill County, Oregon; all in CHEHALEM UPLANDS NO. 2 in Yamhill County, Oregon.

TOGETHER WITH that portion of vacated County Road, which would inure thereto, by reason of vacating order No. 83-239, dated June 8, 1983, Volume 40, Page 1100, Commissioner's Journal Records.

EXCEPTING FROM the above described Tracts I and II that tract of land conveyed to H. Fred Mickelson and D. Joan Mickelson, husband and wife, by Contract recorded September 3, 1981 in Film Volume 163, Page 1763, Deed and Mortgage Records of Yamhill County, Oregon.

FILED FOR RECORD AT THE
REQUEST OF AND RETURN TO:

The Saunders Group, LLC
701 E. 3rd Street
Newberg, OR 97132

UNTIL A CHANGE IS REQUESTED,
ALL TAX STATEMENTS SHALL BE SENT TO:

No change

Yamhill County Official Records **202404098**
DMR-DDMR
Stn=3 SUTTONS **05/09/2024 10:20:03 AM**
3Pgs $15.00 $11.00 $5.00 $60.00 $20.00 **$111.00**

I, Keri Hinton, County Clerk for Yamhill County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Keri Hinton - County Clerk

QUITCLAIM DEED

ROBERT B. OSBORNE, whose address is PO Box 363, Newberg, OR 97132 ("Grantor"), releases and quitclaims to THE SAUNDERS GROUP, LLC, an Oregon limited liability company, whose address is 701 East 3rd Street, Newberg, Oregon 97132 ("Grantee"), all of Grantor's right, title and interest in and to, and the exclusive use and benefits of, all minerals (including, without limitation, aggregate, rock, sand and gravel), and including Grantor's exclusive rights under any applicable reclamation plan and the right to enforce terms of any non-remonstrance agreement, as may have been previously reserved by Grantor in the Land Sale Contract, recorded September 3, 1981, in the Yamhill County Records as Document Number 163-1763 and the Land Sale Contract, recorded March 15, 1983, in the Yamhill County Records as Document Number 175-1484, or as may have been conveyed to Grantor or Grantor's predecessors by merger or other legal succession, in, on or under the real property described on **Exhibit "A"** attached hereto and by this reference made a part hereof, together with any and all rights that may be recognized under Oregon law as ancillary or appurtenant thereto.

The true consideration for this conveyance consists of other property or value given or promised, which is either part or the whole consideration.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated 5/1/, 2024.

GRANTOR:

ROBERT B. OSBORNE Robert B Osborne

ACKNOWLEDGEMENT

STATE OF Oregon)
)ss
COUNTY OF Yamhill)

On this 1st day of May, 2024, this record was acknowledged before me by Robert B. Osborne.

OFFICIAL STAMP
Teresa Gilmore
NOTARY PUBLIC - OREGON
COMMISSION NO. 1017850
MY COMMISSION EXPIRES October 12, 2025

Teresa Gilmore
Notary Public in and for the State of Oregon
My Commission Expires: 10-12-25
Printed Name: Teresa Gilmore

142171\283130\MKTH\45502783.1

EXHIBIT "A" to the Deed

Legal Description

PARCEL 1:

The West Half of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon.

EXCEPTING THEREFROM the following:

(a) That portion conveyed to Arlo Duane Suket by deed recorded September 5, 1967 in Film Volume 61, Page 517, Deed and Mortgage Records.

(b) That portion conveyed to Richard F. Inloes, et ux., by deed recorded April 1, 1968 in Film Volume 67, Page 26, and re-recorded April 11, 1968 in Film Volume 67, Page 237, Deed and Mortgage Records.

(c) That portion conveyed to Donnell W. Martin by deed recorded October 4, 1977 in Film Volume 123, Page 1404, Deed and Mortgage Records.

ALSO EXCEPTING THEREFROM the following described tract:

Beginning at a point that is 30 feet South from the Northeast corner of the West Half of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon; thence South along the East line of the West Half of the Southwest Quarter of said Section 23, 1290 feet; thence West 33.8 feet; thence North parallel with the said East line of the West Half of the Southwest Quarter, 1290 feet; thence East 33.8 feet to the point of beginning.

PARCEL 2:

Tract No. 30, EXCEPT the West 1 foot and Tract No. 31, EXCEPT that portion conveyed to Fred Adolf and Emil Adolf by deed recorded February 8, 1923 in Book 87, Page 359, Deed Records of Yamhill County, Oregon. All in CHEHALEM UPLANDS NO. 2 in Yamhill County, Oregon.

EXCEPTING from the above described Parcels 1 and 2 that tract of land conveyed to H. Fred Mickelson and D. Joan Mickelson, husband and wife by Contract recorded September 3, 1981 in Film Volume 163, Page 1763, Records of Yamhill County.

FILED FOR RECORD AT THE
REQUEST OF AND RETURN TO:

The Saunders Group, LLC
701 E. 3rd Street
Newberg, OR 97132

UNTIL A CHANGE IS REQUESTED,
ALL TAX STATEMENTS SHALL BE SENT TO:

No change

Yamhill County Official Records **202407371**
DMR-DDMR
Stn=1036 DAVISM **08/07/2024 10:54:04 AM**
3Pgs $15.00 $11.00 $5.00 $60.00 **$91.00**

I, Keri Hinton, County Clerk for Yamhill County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Keri Hinton - County Clerk

QUITCLAIM DEED

RUTH A. OSBORNE, whose address is 4300 Robin, Court Newberg OR97132 ("Grantor"), releases and quitclaims to THE SAUNDERS GROUP, LLC, an Oregon limited liability company, whose address is 701 East 3rd Street, Newberg, Oregon 97132 ("Grantee"), all of Grantor's right, title and interest in and to, and the exclusive use and benefits of, all minerals (including, without limitation, aggregate, rock, sand and gravel), and including Grantor's exclusive rights under any applicable reclamation plan and the right to enforce terms of any non-remonstrance agreement, as may have been previously reserved by Grantor in the Land Sale Contract, recorded September 3, 1981, in the Yamhill County Records as Document Number 163-1763, or as may have been conveyed to Grantor or Grantor's predecessors by merger or other legal succession, in, on or under the real property described on **Exhibit "A"** attached hereto and by this reference made a part hereof, together with any and all rights that may be recognized under Oregon law as ancillary or appurtenant thereto.

The true consideration for this conveyance consists of other property or value given or promised, which is either part or the whole consideration.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS.

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Dated 7/25, 2024.

GRANTOR:

Ruth A. Osborne

RUTH A. OSBORNE

ACKNOWLEDGEMENT

STATE OF OR)
)ss
COUNTY OF Yamhill)

On this 25 day of July, 2024, this record was acknowledged before me by Ruth A. Osborne.

Kathryn C Lamare

Notary Public in and for the State of Oregon

My Commission Expires: 8/11/2024

Printed Name: Kathryn C Lamare

OFFICIAL STAMP
KATHRYN C LAMARE
NOTARY PUBLIC-OREGON
COMMISSION NO. 1002948
MY COMMISSION EXPIRES AUGUST 11, 2024

142171\283130\MKTH\45652844.1

EXHIBIT "A" to the Deed

Legal Description

PARCEL 1:

The West Half of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon.

EXCEPTING THEREFROM the following:

(a) That portion conveyed to Arlo Duane Suket by deed recorded September 5, 1967 in Film Volume 61, Page 517, Deed and Mortgage Records.

(b) That portion conveyed to Richard F. Inloes, et ux., by deed recorded April 1, 1968 in Film Volume 67, Page 26, and re-recorded April 11, 1968 in Film Volume 67, Page 237, Deed and Mortgage Records.

(c) That portion conveyed to Donnell W. Martin by deed recorded October 4, 1977 in Film Volume 123, Page 1404, Deed and Mortgage Records.

ALSO EXCEPTING THEREFROM the following described tract:

Beginning at a point that is 30 feet South from the Northeast corner of the West Half of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon; thence South along the East line of the West Half of the Southwest Quarter of said Section 23, 1290 feet; thence West 33.8 feet; thence North parallel with the said East line of the West Half of the Southwest Quarter, 1290 feet; thence East 33.8 feet to the point of beginning.

PARCEL 2:

Tract No. 30, EXCEPT the West 1 foot and Tract No. 31, EXCEPT that portion conveyed to Fred Adolf and Emil Adolf by deed recorded February 8, 1923 in Book 87, Page 359, Deed Records of Yamhill County, Oregon. All in CHEHALEM UPLANDS NO. 2 in Yamhill County, Oregon.

EXCEPTING from the above described Parcels 1 and 2 that tract of land conveyed to H. Fred Mickelson and D. Joan Mickelson, husband and wife by Contract recorded September 3, 1981 in Film Volume 163, Page 1763, Records of Yamhill County.

Garrett H. Stephenson
Admitted in Oregon
D: 503-796-2893
C: 503-320-3715
gstephenson@schwabe.com

March 8, 2024

VIA FIRST CLASS MAIL

Ms. Elle Harris
21303 SW Hells Canyon Road
Sherwood, OR 97140

RE: Your Request to Access Parrott Mountain Reclamation Site
Our File No.: 142171-283130

Dear Ms. Harris:

This office represents the Saunders Group, LLC ("Saunders"), authorized operator of the Parrett Mountain Mine. Saunders has sole authorization from the Oregon Department of Mineral Industries ("DOGAMI") under DOGAMI Site No. 36-0056 to conduct reclamation operations within the mine site (also called the "permit area"). Saunders holds a lease on the majority of the permit area from the Renne Family Trust ("Renne"). We understand that you have requested that Renne grant you access through its property to the eastern portion of the permit area, which is located on property owned by Ryan and Kristin Hildebrand ("Hildebrand"), but is not practically accessible from Hildebrand's property.

As Saunders' lease with Renne is exclusive and because Saunders is exclusively liable for reclamation activities under DOGAMI Site No. 36-0056, Saunders hereby exercises its rights under its lease to deny your request to access the permit area. We also request that you refrain from attempting to create any other access points to the permit area. Please also be advised that Saunders intends to begin reclamation work within the east portion of the permit area on or after March 25, 2024.

1. **Saunders has the exclusive right to conduct reclamation activities within the permit area.**

As noted above, a portion of the Parrett Mountain Mine and its permit area is located on property owned by Hildebrand. Hildebrand's predecessor in title, Fred and Joan Mickelson ("Mickelson") took the property under a land sale contract (Yamhill County Deed Film 175, Pages 1484 – 1495) (attached hereto), which, among other things, imposed upon Mickelson and its successors in title the following non-remonstrance agreement:

NON-REMONSTRANCE AS TO QUARRY OPERATION:

Buyer, for themselves, and for their heirs, successors and assigns, hereby acknowledges that Seller is operating and has operated a quarry and related activities of mining on adjacent land owned and retained by Seller and that Seller has conducted and operated said quarry for a substantial length of time prior to Buyer's purchase of the real property herein described. Buyer, their heirs, successors and assigns, agree that they shall not remonstrate nor assert any claims for damages or other relief for injuries sustained by reason of or caused by said mining and quarry operation of Seller, their heirs, successors and assigns, nor as to its continuation, expansion and reclamation and as to all activities related thereto, and that Buyer, with full knowledge of said mining and quarry operation of Seller, their heirs, successors and assigns, nor as to its continuation, expansion and reclamation and as to all activities related thereto, and that Buyer, with full knowledge of said mining and quarry operation and related activities of Seller, after conducting Buyer's own inquiries in relation thereto, agree that Buyer and all of Buyer's heirs, successors and assigns, shall be fully estopped to object thereto and hereby specifically waive any and all objections to said mining and quarry operation now and in the future.

Buyer also acknowledges that Seller has filed a reclamation plan with the Department of Geology, State of Oregon. Buyer also acknowledges that approximately 5 acres on the western portion of the real property herein being sold by Seller to Buyer is subject to and incorporated in said quarry operation of Seller and to the reclamation plan filed with the State of Oregon. Buyer agrees that Seller shall be entitled to the exclusive use and benefits of the gravel located on said 5 acres (approximate) pursuant to the said reclamation plan without cost, offset, payment or liability to Buyer, their heirs and assigns.

There are three primary components to this agreement. First, there is an acknowledgement that Mickelson knowingly acquired its property subject to the quarrying activities. Second, there is the promise, binding Mickelson and its successors and assigns, that "they shall not remonstrate…as to [the quarry's] continuation, expansion and reclamation." Third, there is a provision giving exclusive use and benefits of the gravel located on the eastern portion of the permit area sold to Mickelson, to the quarry operator. As this agreement constituted an encumbrance on Mickelson's title that passed to Mickelson's successors, it currently binds Hildebrand and would bind any future buyer of the property.

2. **Saunders wishes to exercise its exclusive right to complete mine reclamation within the permit area.**

Saunders enjoys the exclusive right to operate the reclamation site, including the portion on Hildebrand's property. Saunders has undertaken significant liabilities to complete this reclamation work, including payments to Renne as well as compliance with all provisions of the DOGAMI permit noted above. Further, even if Saunders were adequately compensated and liability were adequately apportioned to allow you to operate within the permit area, doing so would require a modification of the DOGAMI permit and issuance of a separate DOGAMI permit to allow you to undertake reclamation work. It is our understanding that this has not been done.

Finally, and most importantly, allowing a different operator would reduce Saunders' potential income from reclamation activities. Saunders has made significant investments and improvements related to its reclamation work and intends to complete reclamation over the whole of the permit area. It does not wish to share its reclamation business with a third party either now or in the future.

For all of these reasons, Saunders will not allow other operators or their vehicles within the permit area, either through Saunders existing access point(s) or any other access points which may be constructed later. Therefore, my client must respectfully refuse your request for access into the permit area, and ask that you not attempt to create any alternative access point (temporary or otherwise) into the permit area.

Sincerely yours,

Garrett H. Stephenson

GST:jmhi
Enclosure

Cc: Mr. Todd Saunders *(w/enclosure)*
Mr. John Riney *(w/enclosure)*
Ms. Molly Renne *(w/enclosure)*

FILM 175 PAGE 1484

LAND SALE CONTRACT

THIS CONTRACT, made and entered into this 15TH day of MARCH, 1983, between ROBERT B. OSBORNE, hereinafter referred to as the "Seller", and H. FRED MICKELSON and D. JOAN MICKELSON, husband and wife, hereinafter referred to as the "Buyer".

W I T N E S S E T H:

The parties hereto agree as follows:

SALE AND DESCRIPTION:

Seller agrees to sell and Buyer agrees to purchase the following described real property in Yamhill County, Oregon, to-wit:

See Exhibit "A" attached hereto and by this reference incorporated as if fully herein set forth.

PRICE AND TERMS:

The purchase price of the property which Buyer agrees to pay is EIGHTY-ONE THOUSAND SIX HUNDRED AND NO/100 DOLLARS, ($81,600.00) together with interest on the unpaid balance at the rate of eleven percent per annum (11%) until fully paid, payable as follows:

(a) The sum of $10,000.00 as an initial payment on the purchase price, upon execution of this contract, receipt of which is hereby acknowledged by Seller:

(b) The further sum of $5,000.00 as and for an additional principal payment on June 30, 1983; and

(c) The balance of the purchase price shall be paid as follows:

~~All interest accruing from date of closing until date of first payment of December 28, 1985, shall be compounded annually on December 28th of each year and added to the principal balance of the contract and shall bear interest at eleven (11%) per annum until paid~~.

Commencing on December 28, 1985, and on the 28th day of each month thereafter until January 1, 1996, Buyer shall make monthly payments of $ 634.27 including principal and interest at the rate of eleven (11) percent per annum.

Notwithstanding anything to the contrary hereinabove, on January 2, 1996, the entire balance due hereunder, together with any and all additions thereto, if any, shall be fully due and payable.

(d) Buyer may prepay the entire balance, or any part thereof, at any time without prepayment penalty.

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TAXES AND OTHER PUBLIC CHARGES:

All taxes levied against the property for the current tax year shall be prorated between Seller and Buyer as of the date of closing. Any taxes unpaid at the time of closing shall be paid from the initial payment as called for hereinabove. The Buyer shall pay the real property taxes hereafter levied against the property annually as they become due, and shall furnish proof of payment of such taxes to Seller. Buyer agrees to assume and pay all future public liens, charges and assessments hereafter made upon said premises.

POSSESSION:

Buyer shall have the right to possession of the foregoing premises one day after closing.

CLOSING AND CONTRACT COLLECTION ACCOUNT:

A contract collection account will be established for the collection of payments due hereunder in time to receive the first monthly payment due December 28, 1985, at a place mutually agreed upon by Buyer and Seller and the cost thereof shall be shared equally by Seller and Buyer. Legal fees for preparation of this contract shall be borne by Seller.

TITLE INSURANCE:

Seller agrees at Seller's own expense and 30 day after delivery of contract to furnish unto the Buyer a policy of title insurance in the amount equal to the purchase price showing marketable title in and to said premises in the Seller as of the date of this contract, save and except the usual printed exceptions and building, zoning and and other restrictions and easements now of record, if any.

MAINTENANCE AND INSURANCE:

Commencing with the possession date and thereafter at all times during the term of this contract, Buyer shall, with respect to the property, do the following:

1. Keep all buildings, other improvements and landscape now existing or which shall hereafter be placed on the property in good condition and repair and not permit any waste or removal thereof, nor make any substantial improvements or alterations which reduce the value of the property for security purposes without the prior written consent of Seller.

2. Promptly comply with all laws, ordinances, regulations, directions, rules and requirements of all governmental authorities applicable to the use or occupancy of the property, and in this connection promptly make all required repairs, alterations and

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additions.

3. Keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value with loss payable first to Seller and then to Buyer as their respective interests may appear, and certificates evidencing the policies shall be delived to Seller and shall contain a stipulation providing that coverage will not be cancelled or diminished without a minimum of ten (10) days written notice to Seller. In the event of loss, Buyer shall give immediate notice to Seller. Seller may make proof of loss if Buyer fails to do so within 15 days of the casualty.

INDEMNIFICATION:

Buyer shall indemnify and defend Seller from any claim, loss or liability arising out of or related to any activity of Buyer on the property or any condition of the property.

LIENS AND ENCUMBRANCES:

The Buyer agrees to keep the foregoing premises free from and promptly to discharge any and all liens for utilities, services, labor and materials created by the Buyer or asserted by reason of the Buyer's use, occupation or possession or contract interest in said premises.

In the event Buyer fails to pay, when due, any amounts required of Buyer to be paid to third parties hereunder on account of taxes, insurance or any other provision herein, Seller may pay any or all such amounts. If Seller makes any such payments, the amounts of thereof shall be immediately due and payable. Until paid, such amounts shall be secured by this contract and shall bear interest at the rate of eleven (11%) percent per annum. Seller's election to make any payments pursuant to this paragraph shall not constitute a waiver of Seller's right to declare Buyer to be in default of this contract.

DEED:

Seller also agrees that when said purchase price is fully paid, and upon request and upon surrender of this contract, Seller will deliver a Warranty Deed conveying said premises in fee simple unto the Buyer, Buyer's heirs and assigns, free and clear of all encumbrances since the date of this contract, placed, permitted or arising by, through or under Seller, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the Buyer and further excepting all liens and encumbrances created by the Buyer and his assigns.

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CONDEMNATION AND RISK OF LOSS:

The Buyer assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; estate is taken for public use, the monies received shall be paid to improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless Seller elects that said proceeds shall be paid to the Buyer for application on the purchase price herein.

EXISTING ENCUMBRANCE:

The property is presently subject to a contract of sale with Martin L. Crimmins and Edith M. Crimmins, husband and wife, and E. O. Holter, Jr. and Lillian G. Holter, husband and wife, as Sellers, and Robert B. Osborne and Ruth A. Osborne, husband and wife, as Buyers, dated January 1, 1979, recorded February 28, 1979 in Book 137, page 1206, Records of Yamhill County, Oregon. Seller covenants that Seller will make all payments thereunder when due and will obey all of the terms of such instrument, except as to those matters which are to be performed by Buyer under the terms of this contract. If Seller should receive notice of breach of any of the terms of such instrument, Seller shall immediately forward a copy of such notice to Buyer.

In the event Seller fails to make any payment required by Seller to be made under the terms of the aforesaid contract, Buyer may, at Buyer's option, make any or all of the payments payable to Seller hereunder directly to the sellers under the aforesaid contract until such obligation is satisfied, and any and all such payments so made shall be credited against the payment then due or to become due as called for in this contract as though paid directly to Seller herein. However, nothing in this paragraph shall relieve Buyer from paying the full purchase price as required herein. Notwithstanding anything to the contrary herein stated, Buyer shall be subject to the terms and conditions imposed upon Seller by said described existing contract between aforesaid Martin L. Crimmins and Edith M. Crimmins, and E. O. Holter, Jr., and Lillian G. Holter as sellers, and Robert B. Osborne as buyer, and shall refrain from any activity upon the property or in relation thereto which would constitute a breach of said existing contract.

GUARANTEES AND REPRESENTATIONS:

The Buyer certifies that this contract of purchase is accepted and executed upon the basis of Buyer's own examination and personal knowledge of the premises and opinion of the value thereof, the extent and quantity thereof and that no attempt has been made to influence Buyer's judgment, that no representations as to the condition, extent or quantity of said premises have been made by the Seller; and that Buyer has examined the title insurance report No. 21-401936 from Key

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Escrow dated February 11, 1983, and has made all inquires in connection therewith and as to all zoning, building, and land use matters, rules and regulations affecting the property, and is fully satisified after conducting Buyer's own investigation as to the real property and the condition of the title thereto.

NON-REMONSTRANCE AS TO QUARRY OPERATION:

Buyer, for themselves, and for their heirs, successors and assigns, hereby acknowledges that Seller is operating and has operated a quarry and related activities of mining on adjacent land owned and retained by Seller and that Seller has conducted and operated said quarry for a substantial length of time prior to Buyer's purchase of the real property herein described. Buyer, their heirs, successors and assigns, agree that they shall not remonstrate nor assert any claims for damages or other relief for injuries sustained by reason of or caused by said mining and quarry operation of Seller, their heirs, successors and assigns, nor as to its continuation, expansion and reclamation and as to all activities related thereto, and that Buyer, with full knowledge of said mining and quarry operation of Seller, their heirs, successors and assigns, nor as to its continuation, expansion and reclamation and as to all activities related thereto, and that Buyer, with full knowledge of said mining and quarry operation and related activities of Seller, after conducting Buyer's own inquiries in relation thereto, agree that Buyer and all of Buyer's heirs, successors and assigns, shall be fully estopped to object thereto and hereby specifically waive any and all objections to said mining and quarry operation now and in the future.

Buyer also acknowledges that Seller has filed a reclamation plan with the Department of Geology, State of Oregon. Buyer also acknowledges that approximately 5 acres on the western portion of the real property herein being sold by Seller to Buyer is subject to and incorporated in said quarry operation of Seller and to the reclamation plan filed with the State of Oregon. Buyer agrees that Seller shall be entitled to the exclusive use and benefits of the gravel located on said 5 acres (approximate) pursuant to the said reclamation plan without cost, offset, payment or liability to Buyer, their heirs and assigns.

SURVEY:

Buyer acknowledges receipt of map and report of survey conducted by R. W. Murcell & Associates, a copy of which survey is attached hereto as Exhibit "B" and incorporated herein by this reference. Buyer further acknowledges having examined the real property in relation to the survey and to the boundaries of the real property indicated by said survey and that Buyer has made all inquires in connection therewith and accordingly approves and accepts said survey and the boundaries of the real property as determined by said survey.

FORFEITURE AND FORECLOSURE:

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In the event that Buyer shall fail to perform any of the terms of this contract, time of payment and performance being of the essence, the Seller shall, at Seller's option, subject to the requirements of notice as herein provided, have the following rights:

(a) To foreclose this contract by strict foreclosure;

(b) To declare the full unpaid balance of the purchase price immediately due and payable;

(c) To specifically enforce the terms of this contract by suit in equity.

(d) To declare this contract null and void as of the date of the breach and to retain as liquidated damages the amount of the payments theretofore made upon said premises.

If Seller exercises the option to declare this contract null and void or the option to foreclose by suit in equity, all the right, title and interest of the Buyer shall revert and revest in the Seller without any act of re-entry or without any other acts by the Seller to be performed and the Buyer agrees to peaceably surrender the premises to the Seller, or in default thereof, Buyer may, at the option of Seller, be treated as a tenant holding over unlawfully after the expiration of a lease and may be ousted and removed as such.

Buyer shall not be deemed in default for failure to perform any covenant or condition of this contract, other than the failure to make payments as provided for herein, until notice of said default has been given by Seller to Buyer and Buyer shall have failed to remedy said default within 30 days after the giving of notice.

If the Buyer shall fail to make payments as herein provided and said failure shall continue for more than thirty (30) days after the payment becomes due, Buyer shall be deemed in default and Seller shall not be obliged to give notice to Buyer of a declaration of said default.

ATTORNEY'S FEES:

In the event suit or action shall be brought by either of the parties hereto for the enforcement of any of the covenants or conditions of either of the parties to be kept or performed, or in case suit or action is instituted by the Seller to foreclose this contract, the parties agree to pay to the successful party in such litigation, such sum as the Court may adjudge reasonable as attorney's fees to be allowed the successful party in such suit or action, including any appeal therefrom.

NOTICES:

Notice for all the purposes of this contract shall be deemed to have been given by the deposit in the mails of a certified letter containing said notice and addressed to: Robert B. Osborne, PO Box 368 Newberg, Oregon with respect to the Seller, and to: Herb and Joan Nickerson, 19914 Osborne Drive Yorba Linda, California, 92686 with respect to the Buyer.

WAIVER OF PROVISIONS:

The failure on the part of the Seller at any time to require performance by the Buyer of any provision hereof shall in no way affect Seller's right hereunder to enforce the same nor shall any waiver by said Seller or any breach of any provision hereof be held to be a waiver of any provision itself, or a waiver as to any future breaches.

RESTRICTION OF SALE OR ASSIGNMENT:

Buyer shall not sell, encumber, pledge, alienate or assign this contract or Buyer's interest in the real property herein described either voluntarily or involuntarily without the prior written consent of the Seller. At Seller's option, as a condition of granting consent hereunder, Seller may increase the rate of interest herein provided not to exceed two and one-half (2 1/2) percent per annum, however, such interest shall not exceed the then lawful rate permitted by law. Consent by Seller to one assignment shall not constitute consent to other transfers or waiver of this section:

ENTIRE AGREEMENT:

This document is the entire, final and complete agreement of the parties pertaining to the sale and purchase of the property herein described, and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the property herein is concerned.

NUMBER, GENDER AND CAPTIONS:

As used herein the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this contract.

TRUE AND ACTUAL CONSIDERATION:

The true and actual consideration for this transfer is $81,600.00.

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IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first hereinabove written.

SELLERS:

Robert B. Osborne
ROBERT B. OSBORNE

BUYERS:

H. Fred Mickelson
H. FRED MICKELSON

D. John Mickelson
D. JOHN MICKELSON

DESCRIPTION SHEET

PARCEL 1:

The West Half of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon.

EXCEPTING THEREFROM the following:

(a) That portion conveyed to Arlo Duane Suket by deed recorded September 5, 1967 in Film Volume 61, Page 517, Deed and Mortgage Records.

(b) That portion conveyed to Richard F. Inloes, et ux., by deed recorded April 1, 1968 in Film Volume 67, Page 26, and re-recorded April 11, 1968 in Film Volume 67, Page 237, Deed and Mortgage Records.

(c) That portion conveyed to Donnell W. Martin by deed recorded October 4, 1977 in Film Volume 123, Page 1404, Deed and Mortgage Records.

ALSO EXCEPTING THEREFROM the following described tract:

Beginning at a point that is 30 feet South from the Northeast corner of the West Half of the Southwest Quarter of Section 23, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon; thence South along the East line of the West Half of the Southwest Quarter of said Section 23, 1290 feet; thence West 33.8 feet; thence North parallel with the said East line of the West Half of the Southwest Quarter, 1290 feet; thence East 33.8 feet to the point of beginning.

PARCEL 2:

Tract No. 30, EXCEPT the West 1 foot and Tract No. 31, EXCEPT that portion conveyed to Fred Adolf and Emil Adolf by deed recorded February 8, 1923 in Book 87, Page 359, Deed Records of Yamhill County, Oregon. All in CHEHALEM UPLANDS NO. 2 in Yamhill County, Oregon.

EXCEPTING from the above described Parcels 1 and 2 that tract of land conveyed to H. Fred Mickelson and D. Joan Mickelson, husband and wife by Contract recorded September 3, 1981 in Film Volume 163, Page 1763, Records of Yamhill County.

EXHIBIT "A"

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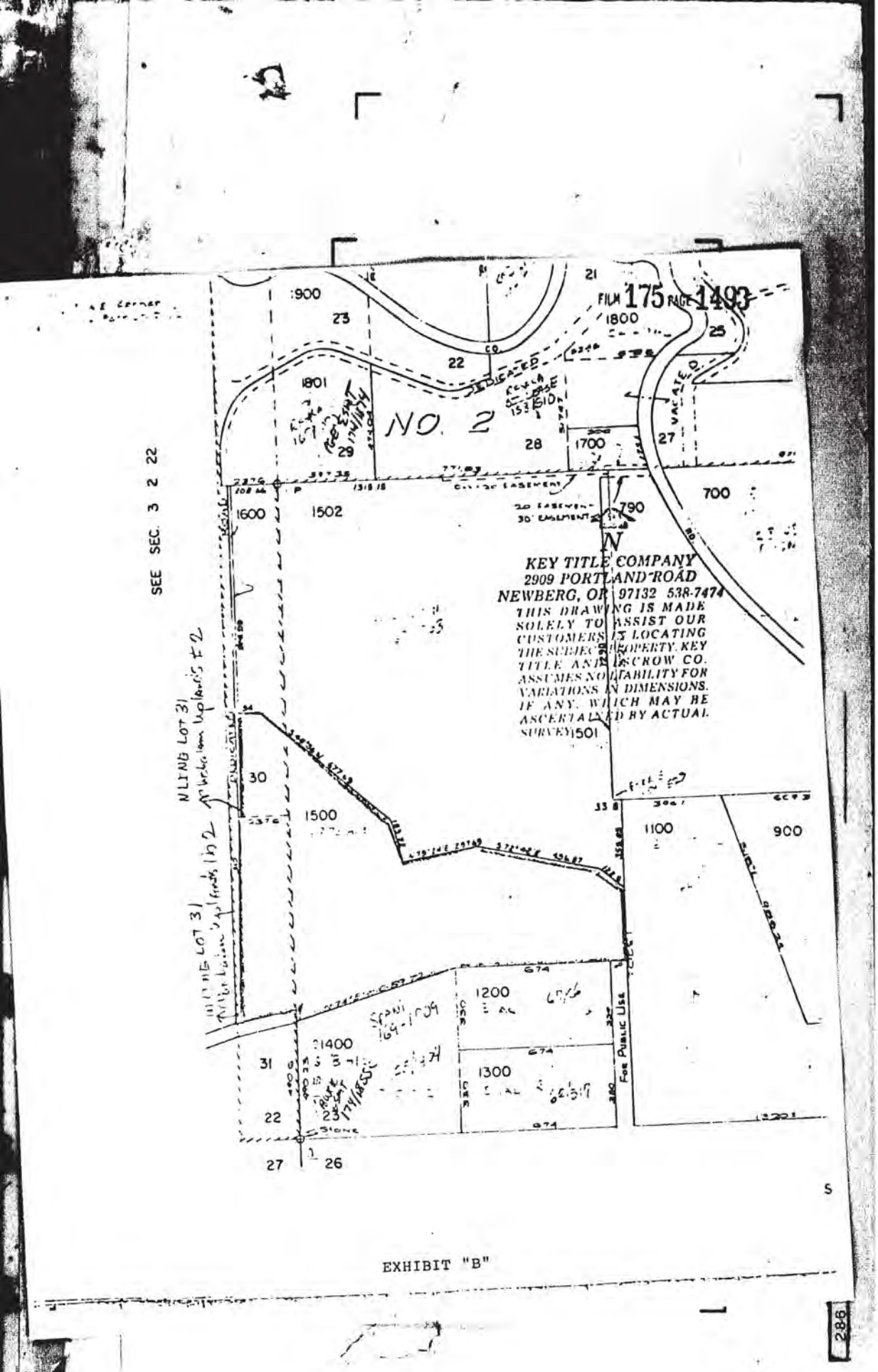
FILM 175 PAGE 1493
NO. 2
SEE SEC. 3 2 22
KEY TITLE COMPANY
2909 PORTLAND ROAD
NEWBERG, OR 97132 538-7474
THIS DRAWING IS MADE SOLELY TO ASSIST OUR CUSTOMERS IN LOCATING THE SUBJECT PROPERTY. KEY TITLE AND ESCROW CO. ASSUMES NO LIABILITY FOR VARIATIONS IN DIMENSIONS, IF ANY, WHICH MAY BE ASCERTAINED BY ACTUAL SURVEY
1800
1801
1700
1600
1502
1501
1500
1400
1300
1200
1100
900
700
790
DEDICATED
VACATED
For Public Use
EXHIBIT "B"

STATE OF OREGON)
) ss.
County of Yamhill)

BE IT REMEMBERED, that on this 15th day of March, 1983, before me, a Notary Public in and for said county and state, personally appeared the above-named ROBERT B. OSBORNE who is known to me to be the identical individual described and who acknowledged the foregoing instrument to be his voluntary act and deed.

Before me: Gloria F. Banbs
Notary Public for Oregon
My commission expires: 6-24-85

STATE OF OREGON)
) ss.
County of Yamhill)

BE IT REMEMBERED, that on this 15th day of March, 1983, before me, a Notary Public in and for said county and state, personally appeared the above-named H. FRED MICKELSON and D. JOAN MICKELSON who are known to me to be the identical individuals described and who acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Gloria F. Banbs
Notary Public for Oregon
My commission expires: 6-24-85

INDEXED

01600 49.50 FILED
YAMHILL COUNTY, OREGON

STATE OF OREGON)
) ss.
County of Yamhill)

MAR 15 9 51 AM '83

I hereby certify that the within was received and duly recorded by me in Yamhill County records:

CHARLES STERN
COUNTY CLERK
Klmster DEPUTY

VOL. 175 Page 1489

Robert osborne

286

FILM 175 PAGE 1495

CONSENT TO SALE

The undersigned MARTIN L CRIMMINS, EDITH M. CRIMMINS. E. O. HOLTER, JR., and LILLIAN G. HOLTER do hereby consent to the contract sale by Robert B. Osborne to H. Fred Mickelson and D. Joan Mickelson to which this consent is attached, and to the terms and conditions outlined therein.

Dated this 13th day of March, 1983.

Martin L. Crimmins

Martin L. Crimmins

Edith M. Crimmins

Edith M. Crimmins

E. O. Holter, Jr. deceased

Lillian G. Holter

Lillian G. Holter, a widow by M. L. Crimmins, attorney in fact.

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03/08/2024
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Schwabe
1211 SW 5th Avenue, Suite 1900, Portland, OR 97204
M 503-222-9981 | F 503-796-2900 | schwabe.com

Ms. Elle Harris
21303 SW Hells Canyon Road
Sherwood, OR 97140

chwabe
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Schwabe
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Kristin Hildebrand and Ryan Hildebrand
32520 NE Corral Creek Road
Newberg, OR 97132

DUNN CARNEY

Sarah Liljefelt
Of Counsel
sliljefelt@dunncarney.com
Direct 503-306-5321

RECEIVED
MAY 28 2024
SCHWABE, WILLIAMSON & WYATT

May 23, 2024

Via U.S. Mail and Email

Garrett Stephenson
Schwabe Williamson & Wyatt
1211 SW 5th Ave, Suite 1900
Portland, OR 97204
Email: gstephenson@schwabe.com

Re: Renne Quarry/Parrott Mountain Reclamation Site, ID #36-0056, Property Access
Our File No.: HAR194.1

Dear Mr. Stephenson,

My office represents Gabrielle Harris. Please direct all future communications to my office.

I received a copy of your letter dated March 8, 2024. In your letter, you state that your client, the Saunders Group, LLC, has legal access to the property currently owned by Ryan and Kristin Hildebrand that is being purchased by Mrs. Harris, located at Tax Lot 1500 in Township 3 South, Range 2 West, Section 23 (herein, the "property"). In support of your position, you reference a non-remonstrance provision in a 1983 land sale contract between Robert B. Osborne and Fred and Joan Mickelson. I understand that the Mickelsons are predecessors to the Hildebrands.

The first paragraph of the non-remonstrance provision is related to the Mickelsons' agreement to not object to mining operations then being conducted on "adjacent land." The first paragraph does not include any provisions related to the property that was then being sold to the Mickelsons. The second paragraph, however, relates to five acres of the property then being sold to the Mickelsons, stating as follows: "Buyer agrees that Seller shall be entitled to the exclusive use and benefits of the gravel located on said 5 acres (approximate) pursuant to the said reclamation plan without cost, offset, payment or liability to Buyer, their heirs and assigns." This provision is expressly limited to an interest in "the gravel," not reclamation of the site, and is also limited to an approximate five-acre area.

The active mining on the property was completed in approximately 2004, and thus all gravel was previously mined from the site. In 2004, Coleman T, Inc. held the surface mining permit for the property. Coleman T, Inc. submitted the initial reclamation plan to DOGAMI in 2004, which was signed and approved by the landowners at that time, the Mickelsons. Also in 2004, Coleman T, Inc. entered into a Quarry Lease with the Mickelsons to lease eight acres of the property from the Mickelsons for mining, storing, and processing mineral resources. Coleman T, Inc. paid royalties to the Mickelsons under the terms of the lease. A partially executed copy of the lease between the parties is enclosed, which was the version held by Coleman T, Inc., and explains why this is the version signed by the Mickelsons. Coleman T, Inc. thereafter sold its business to S-2 Contractors, Inc. in 2012, thereafter transferring the operating permit to S-2 Contractors.

DOGAMI transferred the operating permit for the property and adjacent property from S-2 Contractors, Inc. to the Saunders Group in 2020 for reclamation activities only. At the time of transfer, the Mickelsons still owned the property. However, the Mickelsons soon thereafter sold the property to the Hildebrands, and the Hildebrands never authorized the Saunders Group to access the property. In fact, the Hildebrands complained to DOGAMI about the Saunders Group's activities on several occasions over the past few years.

Given the above, I must conclude that the 1983 land sale contract does not grant The Saunders Group legal access to the property. First, the area of the property currently being disturbed by the Saunders Group is an approximate eight-acre area that exceeds the 1983 five-acre footprint. Second, the gravel mining referenced in the 1983 land sale contract is already complete, with only reclamation activities still outstanding. Third, The Saunders Group's permit predecessor, Coleman T, Inc. leased the property from the prior owners, also paying royalties under the lease. As such, the information we reviewed to date indicates that the non-remonstrance provision does not grant access for the Saunders Groups' current activities, and therefore the Saunders Group does not have legal access to conduct its reclamation activities on the property. If you have any documents granting The Saunders Group legal access to the property, please provide those documents for consideration.

Finally, I understand that both the Hildebrands and Mrs. Harris provided The Saunders Group the opportunity to lease the property, which The Saunders Group declined. The Saunders Group agreed in 2023 to allow Mrs. Harris to assume the reclamation activities on the property, but in 2024 retracted that consent. Communications between the parties and DOGAMI related to this The Saunders Group's 2023 consent are enclosed. As such, the Saunders Group does not have legal access to the property to operate under its permit, and we will follow up with DOGAMI for suspension and non-renewal of the permit, as well as consider remedies in trespass for use of the property without legal access. Please let us know if The Saunders Group would prefer to proceed with the plan agreed to at the end of 2023, which would allow Mrs. Harris to take all necessary action to split the reclamation

permit, so that she reclaims eight acres on the property, and The Saunders Group continues to reclaim the adjacent property.

Best regards,

Sarah Liljefelt

SRL1: wms

CC: Sarah Lewis, DOGAMI MLRR Program Manager

Enclosures

QUARRY LEASE

I. LEASE

THIS LEASE, made and entered on July ___, 2004, by and between H. FRED MICKELSON and D. JOAN MICKELSON, TRUSTEES OF THE MICKELSON LIVING TRUST, UTA DTD DECEMBER 23, 1996, hereinafter called Owners, and Coleman T, Inc., hereinafter called Lessee:

WITNESSETH: In consideration of the covenants herein contained to be kept and performed by Lessee, Owners do hereby lease to Lessee, the following described premises situated in the County of Yamhill, Oregon, to wit:

> The western most 240 feet of that certain parcel of real property described in deed dated October 16, 1999 and recorded as Instrument No. 19921106, Deed and Mortgage Records of Yamhill County, Oregon, which has been zoned MR by Yamhill County, Oregon. The leased premises consist of approximately 8 acres, more or less and is further described in map attached hereto as Exhibit A.

The above described property is hereinafter referred to as "the Property", and the Property is being leased for a term of five (5) years beginning March 19, 2004 and ending on March 18, 2009, or at such time as 300,000 cubic yards of rock or other material have been removed from the property, whichever should occur first. However, provided Lessee has kept and performed all the terms and obligations set forth in this Lease, upon the termination of this Lease Owners and Lessee shall enter into good faith negotiations to extend the Lease for an additional five (5) year period on terms and for a royalty rent payment agreeable to both Owners and Lessee.

1. Lessee shall pay to Owners as royalty and rent for the leased property the following sums:

> a. Forty-one cents ($.41) per cubic yard for any and all rock and other material removed from the Property during the term of this lease. The royalty rent payments shall be divided into two components, namely the "minimum monthly royalty rent payment" and the "trade royalty rent payment".
>
> > (1) A minimum monthly royalty rent payment of thirty cents ($.30) per cubic yard shall be paid for any and all rock and other material removed from the property. The minimum monthly royalty rent payment shall be due on the 1st day of the month following the month in which the rock and other material has been

removed from the property.

(2) A trade royalty rent payment of eleven cents ($.11) per cubic yard shall be paid for any and all rock and other material removed as follows: commencing on the date of this agreement, but concluding no later than July, 2005, Lessee shall construct at Owners' residence located at 32520 NE Corral Creek Road, an approximate four foot high stone retaining wall along Owners' driveway extending from Corral Creek Road to Owners' residence; and Lessee shall also gravel Owners' entire driveway. Lessee's work shall be valued on a time and materials basis using Lessee's standard published rates and actual cost of materials, but which total is estimated at this time to be$ 33,000. The type of stone retaining wall to be installed is as depicted in the sample photographs attached hereto as Exhibit B. Instead of Owners paying Lessee for the retaining wall and the gravel driveway, the cost of the retaining wall and driveway shall represent a credit to be applied by Lessee against the trade royalty rent payment. Upon completion of the rock retaining wall and the gravel driveway, Lessee shall furnish to Owners all of Lessee's invoices and other records to substantiate the total cost of the retaining wall and gravel driveway.

(3) At such time as Lessee's credit for the trade royalty rent payment has been fully expended, Owners and Lessee may agree to further projects, the payment of which by Owners shall be by trade royalty rent credits as provided for in paragraph (2) above. Any such additional projects for which the trade royalty rent payment shall apply shall be described in a writing signed by both Owners and Lessee. At such time as Lessee's credit for the trade royalty rent payment on all projects has been expended, then at that time, the minimum monthly royalty rent payment shall be the sum of $.41 per cubic yard for all rock and other material removed from the property during the remainder of the lease.

b. The amount of rock or other material removed from the property upon which the royalty rent payments are based shall be calculated by the "yard measure" method using the automatic calculator on Lessee's front loader.

2. All payments shall be made to Owners at Owners' address set forth in this lease. An accounting shall be made by Lessee to Owners on the 1st day of each month during this lease for all rock and material removed from the property during the preceding month. This accounting shall accompany the royalty rent payments. Lessee shall also furnish to Owners on request,

copies of weight receipts, invoices and other records substantiating such accountings. In addition, Owners shall have the right, upon reasonable notice, to inspect Lessee's front loader and Lessee's books and records to determine independently the accuracy of such accountings.

3. Owners shall have no personal obligation to pay Lessee for the retaining wall and the driveway. Lessee agrees that Lessee's entire compensation for the rock wall and gravel driveway furnished to Owners shall be the credit against the trade royalty rent payments. In the event this lease should terminate without Lessee realizing Lessee's entire credit, Owners shall have no obligation to Lessee to reimburse Lessee for any unrealized or unused credit, or to apply the unused credit towards the minimum monthly royalty rent payments, or to extend the lease to allow additional mining to take place.

4. Lessee agrees not to file or otherwise assert or prosecute any construction liens against Owners' property for service performed in constructing the rock retaining wall and the gravel driveway or for materials furnished. Further, Lessee agrees to indemnify and save and hold harmless Owners from any of Lessee's subcontractors or materialmen from such liens for labor performed or materials furnished. In the event any such lien shall nevertheless be filed, Lessee agrees to take all steps necessary and proper for the release and discharge of such liens and in default in performing such obligation agrees to reimburse Owners, on demand, for all monies paid by Owners in releasing, satisfying and discharging any such liens, including reasonable attorney's fees as disbursements.

5. Lessee shall occupy and use the Property exclusively for mining, storing and processing of mineral resources. All federal, state and local mining permits required shall be procured by Lessee, at Lessee's sole expense.

6. Lessee agrees not to suffer or permit any waste (other than extraction of mineral resources on the terms provided hereinafter). For purposes of this agreement "waste" shall include, but not be limited to, contamination or damage to the Property resulting from Lessee's use, storage or release of Hazardous Substance on the Property in violation of any Applicable Environmental Law. Lessee agrees to defend, indemnify and hold harmless the Owner from liability to third parties for any use, storage, or release of Hazardous Substances on the Property in violation of any Applicable Environmental Law arising from Lessee's use of the Property. This indemnity shall survive the expiration of this lease.

7. Owners agree to defend, indemnify and hold harmless the Lessee from liability to third parties for any use, storage or release of Hazardous Substances in violation of any Applicable Environmental Law on the Property arising from Owners and Owners' agents or previous lessees or Owners' predecessors' use of the Property. This indemnity shall survive the expiration of this Lease.

8. As used in this agreement "Hazardous Substances" and "Applicable Environmental Laws" shall mean:

a. "Hazardous Substances" means any hazardous, toxic or dangerous substance, waste or material which is now or hereafter becomes regulated under any federal, state or local statute, ordinance, rule, regulation or other law now or hereinafter in effect pertaining to environmental protection, contamination or clean-up, including without limitation (i) any substance, waste or material which now or hereafter is designated as a "hazardous substance" under or pursuant to the Federal Water Pollution Control Act (33 U.S.C. §1257, et seq.), (ii) defined as "hazardous waste" under or pursuant to the Resource Conservation and Recovery Act (42 U.S. C. § 6901, et seq.), (iii) defined as a "hazardous substance" in)or for purposes of) the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. § 9601, et seq., as amended), or (iv) designated as a "hazardous substance" under or pursuant to any other applicable state or federal laws, statutes, rules or regulations. Without limiting the foregoing, Hazardous Substances shall include asbestos petroleum or hydrocarbon products and any chemical material or substance to which exposure is prohibited, limited or regulated by any federal, state or local governmental authority.

(b) "Applicable Environmental Laws" means any applicable federal, state or local laws, rules or regulations pertaining to petroleum products or hazardous substances, including, without limitation, the Toxic Substances Act, the Comprehensive Environmental Response Compensation Liability Act, as amended ("CERLA"), the Resource Conservation and Recovery Act, as amended ("RCRA"), the Federal Water Pollution Control Act, and te Federal Emergency Planning and Community Right to Know Act of 1986, as amended.

9. Lessee shall not use the Property, or permit anything to be done on or about the Property, which in any way conflicts with any law, statute, ordinance or governmental rule or regulation now in force or which may hereinafter be enacted. Lessee shall, at its sole expense, properly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements which are now in effect or may hereafter be in effect, including but not limited to those pertaining to mining. Lessee shall keep the Property free of junk and garbage. Upon the termination of this lease, Lessee shall remove all equipment and other personal property and materials used by Lessee in Lessee's mining operations.

10. Lessee assumes full responsibility for damage to any persons or property arising from its activities on the Property. During the term of this lease, Lessee shall keep in force and effect a policy of public liability and property damage insurance with respect to the Property and the business operation of Lessee. The policy limits for such liability shall be not less than $1,000,000.00 and the policy shall name Owners, as well as Lessee, as insured and shall contain a clause that the insurer will not change or cancel the insurance without giving Owners at least 30 days prior notice. The insurance shall be with a major American U.S. insurance carrier and a certificate of insurance shall be delivered to Owners.

11. Lessee shall allow Owners free access to the Property at all reasonable times for the purpose of inspection.

12. In addition to such reclamation requirements as may be made by public law and regulations, it is understood that at the termination of this lease, Lessee shall leave the premises in a condition consistent with general requirements of the rock and gravel industry.

13. Lessee shall pay all taxes levied against any equipment or personal property of any kind installed or used by Lessee on the leased property, whether or not the personal property installed is designated by the taxing authority as real property or taxed as real property or designated as personal property and taxed as personal property. Owners shall be responsible for paying all ad valorem real property taxes assessed against the Property during the term of this lease.

14. Time is of the essence of this agreement. A default on this lease shall occur when a royalty rent payment is not made within 10 days of its due date. The lease shall also be deemed in default when Lessee fails to perform any other obligation in this lease within 30 days after written notice from Owners specifying the nature of the default has been given and the default has not been cured or Lessee fails to commence reasonable curative action during that time period.

15. In the event Lessee shall be in default under the terms of this lease, Owners or any of those having the estate of Owners in the Property, may elect to terminate this lease. In the event of the termination of the lease by default of Lessee, or by the expiration of the term of this lease, Owners or those having the estate of Owners in the Property may enter said Property, or any part thereof, repossess the same and expel Lessee and those claiming under Lessee, and remove the effects of Lessee by force or otherwise, without thereby being liable for any damages whatsoever. In the event of default, all rock, gravel, and stockpiled material remaining on the Property shall be forfeited to Owners and it shall become the property of Owners without any obligation, payment or compensation to Lessee.

GENERAL TERMS

16. The following General Terms apply to this agreement.

a. Owners will receive all written notices at the following address:
32520 NE Corral Creek Road
Newberg, Oregon 97132

b. Lessee will receive all written notices at the following address:

5555 Champoeg Road, NE
St. Paul, Oregon 97137

17. Lessee shall not either voluntarily or by operation of law, sign, transfer, mortgage, pledge, hypothecate or encumber this lease, the Property, or any interest therein, and shall not sublet the Property or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Lessee excepted) to occupy or use the Property, or any portion thereof, without first obtaining the written consent of Owners. Owners shall have the right to approve any new partner or business associate of Lessee.

18. In the event any suit or action is brought to enforce any of the terms set out above, the losing party agrees to pay such sums as to the trial court or any appellate court may adjudge to be reasonable, plus statutory costs and disbursements allowed to the prevailing party in such action, or upon appeal therefrom.

19. The parties agree that this Lease will not be recorded.

20. This agreement has been prepared by Allyn E. Brown, Attorney at Law, representing Owners only in this transaction.

THIS AGREEMENT has been executed in duplicate on this ____ day of July, 2004, nunc pro tunc as of March 19, 2004.

OWNERS

H. Fred Mickelson, Trustee

D. Joan Mickelson, Trustee

STATE OF OREGON)
) ss.
County of Yamhill)

On the 16 day of July, 2004, personally appeared the above named H. Fred Mickelson and D. Joan Mickelson, Trustees of the Mickelson Living Trust, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Notary Public for Oregon

OFFICIAL SEAL
DONNA J. CLARAMBEAU
NOTARY PUBLIC-OREGON
COMMISSION NO. 347349
MY COMMISSION EXPIRES AUGUST 28, 2005

COLEMAN T, INC., LESSEE

By _____
Chris Coleman, President

From: Todd Saunders todd@thesaunderscompany.net
Subject: Reclamation
Date: Oct 19, 2023 at 11:46:08 AM
To: Elle@harrisexcavation.us, fairymom7@aol.com, John Riney john@thesaunderscompany.net, Kate LaMare kate@thesaunderscompany.net

---

Elle,
After much deliberation and review of your proposal, Molly, John and I think it would be best for everyone if you obtain your own Dogmi and DEQ permits for the reclamation of your quarry. We will need verification that all permits are in place. Any modifications to our current permits will be at your expense.
Please contact Molly regarding any other matters pertaining to their property.
Best of luck and we look forward to having a positive/neighborly relationship.

Regards

Sent from my iPad

Sent from my iPad

Oregon
Tina Kotek, Governor

Department of Geology and Mineral Industries
Mineral Land Regulation & Reclamation
229 Broadalbin Street SW
Albany, OR 97321
(541) 967-2039
Fax: (541) 967-2075
www.oregon.gov/dogami

November 27, 2023

The Saunders Group, LLC
701 E. 3rd St.
Newberg OR 97132

RE: DOGAMI ID 36-0056, Parrot Mtn. Reclamation Facility

To The Saunders Group, LLC,

The Department of Geology and Mineral Industries (DOGAMI) has been notified that a portion of the property covered under Operating Permit DOGAMI ID 36-0056 has been sold and the new landowner has restricted access to that portion of the permit area.

The Saunders Group, LLC (permittee) holds the operating permit and the reclamation liability that accompanies it for this area and is responsible for resolving this issue. The Department can provide information and explain available options for bringing the operations and permit into compliance.

If the permittee is able to obtain approval from the current landowner to access the contested portion of the permit area, they may resume mining or conduct reclamation to the standards of the approved operating and reclamation plan.

If the permittee is unable to obtain approval from the current landowner to access the contested portion of the permit area to conduct reclamation to the standards of the approved operating and reclamation plan, the landowner can assume the reclamation liability.

For the landowner to assume the reclamation liability for a portion of the permit area and the permittee to retain reclamation liability for the remainder of the permit area, the permit must be divided into two separate permits. The permittee will need to amend the existing permit with the agreement and signatures of *all landowners* to remove the contested area. For a second permit to be issued, the landowner must demonstrate that they have sufficient access to the site that is acceptable to the local land use jurisdiction. Currently, the approved access to the contested parcel is through the permit area controlled by The Saunders Group, LLC.

If the landowner continues to refuse access to the permittee and is unable to demonstrate that they are capable of conducting the reclamation or refuse to accept all reclamation liability for their property, the Department will demand the reclamation security from the permittee and use the funds to reclaim the site to the standards set forth in ORS 517.860(5). These standards are to remove hazards, protect from drainage problems and pollution, meet the local land use requirements for reclamation, and comply with all federal and state laws.

The Saunders Group, LLC shall submit a plan to come into compliance with the operating permit no later than December 15, 2023, or be subject to enforcement action for failure to comply with the operating permit and reclamation plan.

As mentioned above, the Department is willing to meet with all parties, together or separate, to discuss available options for coming into compliance with the operating permit. To schedule a meeting please contact Cari Buchner, Mining Compliance Coordinator, at Cari.Buchner@dogami.oregon.gov, or (541) 231-9820.

Sincerely,

Sarah L. Lewis
MLRR Program Manager

ec: Gabrielle Harris, Landowner

Gmail [redacted]

Quarry

John Riney <john@thesaunderscompany.net> Tue, Dec 5, 2023 at 10:49 AM
To: "mrselleharris@gmail.com" <mrselleharris@gmail.com>
Cc: Todd Saunders <todd@thesaunderscompany.net>, Molly Renne <fairymom7@aol.com>

Elle,

I received the letter from DOGAMI and spoke at length with Cari (at DOGAMI). I also read your letter to Molly. The following bullet points reflect our position on this matter:

1. Molly and Chloe will allow access through their property for the sole purpose of improving your access and staging your equipment on your property. This access shall not be used for the purpose of reclamation of your property. As offered, Molly and Chloe will accept $500.00 per month for this temporary access. The access will be allowed Monday-Saturday, 6:00am to 6:00pm. Because this is a temporary access, we'd like to establish an end date for this access. We felt the end of March 2024 would be adequate.
2. The Saunders Group (TSG) has agreed to sign-off on your plan to split the reclamation permit and you're obtaining all appropriate DEQ permits for your property. This process included any modifications to our current permit with DOGAMI and DEQ. All actions, exhibits and costs for this action shall be done by you and at your expense. TSG will approve all applications and exhibits prior to submittal to the agencies.
3. Molly, Chloe and TSC will need to be named (and receive certification) as additional insured on your policy.
4. Cari (with DOGAMI) has agreed that the December 15th deadline is for all parties to be in agreement on the process moving forward. She will accept an email stating said agreement.

Please confirm upon receiving this and let us know if you have any additional feedback.

John Riney, President
Office: 503.537.9950 | Cell: 503.550.0058
Email: John@thesaunderscompany.net
The Saunders Company
701 E. Third St. | Newberg, Oregon 97132
P.O. Box 536 | Dundee, Oregon 97115
www.thesaunderscompany.net

From: Gabrielle Harris <mrselleharris@gmail.com>
Sent: Tuesday, November 28, 2023 7:43 PM
To: Molly Renne <molly.renne.sraw@statefarm.com>
Subject: [EXTERNAL] Quarry

From: **Todd Saunders** todd@thesaunderscompany.net
Subject: **Re: [EXTERNAL] Quarry**
Date: **Dec 5, 2023 at 3:01:38 PM**
To: **Gabrielle Harris** mrselleharris@gmail.com
Cc: **John Riney** john@thesaunderscompany.net, **Molly Renne** fairymom7@aol.com

---

Elle, after you complete your draft documents, for your property, please submit them to us. TSG will handle our part ant our expense.
Regards

> On Dec 5, 2023, at 1:17 PM, Gabrielle Harris <mrselleharris@gmail.com> wrote:
>
> TeamLogic
> IT
> **Warning:** Sender mrselleharris@gmail.com is not yet trusted by your organization.
> Please be careful before replying or clicking/downloading the attachment.
> Report Phishing Remove Banner
> powered by Graphus®
>
> Hello John,
>
> Thank you for getting back to me.
>
> I want you to please clarify more in depth the below questions and concerns:
> 1. All actions, exhibits and costs for this action shall be done by you and at your expense
>
> I believe it is your obligation to submit to transfer or submit for splitting / re boundary costs for your permit. Anything pertaining to my process of getting approval and certifications is at my cost.
>
> Naming TSG, Molly and Chloe as additional insured is for temp access correct?
>
> After I clarify these I should be able to respond better.

Thank you so much,
Elle Harris

Sent from my iPhone

On Dec 5, 2023, at 10:49 AM, John Riney <john@thesaunderscompany.net> wrote:

Elle,

I received the letter from DOGAMI and spoke at length with Cari (at DOGAMI). I also read your letter to Molly. The following bullet points reflect our position on this matter:

1. Molly and Chloe will allow access through their property for the sole purpose of improving your access and staging your equipment on your property. This access shall not be used for the purpose of reclamation of your property. As offered, Molly and Chloe will accept $500.00 per month for this temporary access. The access will be allowed Monday-Saturday, 6:00am to 6:00pm. Because this is a temporary access, we'd like to establish an end date for this access. We felt the end of March 2024 would be adequate.
2. The Saunders Group (TSG) has agreed to sign-off on your plan to split the reclamation permit and you're obtaining all appropriate DEQ permits for your property. This process included any modifications to our current permit with DOGAMI and DEQ. All actions, exhibits and costs for this action shall be done by you and at your expense. TSG will approve all applications and exhibits prior to submittal to the agencies.
3. Molly, Chloe and TSC will need to be named (and receive certification) as additional insured on your policy.
4. Cari (with DOGAMI) has agreed that the December 15th deadline is for all parties to be in agreement on the process moving forward. She will accept an email stating said agreement.

Please confirm upon receiving this and let us know if you have any additional feedback.

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